

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

January 22, 2019

7:00 PM

City Council

*Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch*

A. Call To Order**B. Pledge of Allegiance - Jarvis****C. Roll Call****D. Approval of Minutes**

[MIN-19-003](#) 1-7-19 Organizational Meeting Minutes ([Org Meeting Minutes](#))

[MIN-19-004](#) 1-7-19 Work Session Minutes ([Work Session Minutes](#))

[MIN-19-005](#) 1-7-19 City Council Meeting Minutes ([Council Minutes](#))

E. Communications & Petitions - NONE**F. Public Comments - Five Minute Limit Per Person****G. RESOLUTIONS**

[RES-19-002](#) A Resolution Authorizing The Mayor To Apply For An Ohio Department Of
Public Service Natural Resources (ODNR) Clean Ohio Trails Fund Grant For Improvements
To McGill Park ([Resolution](#))
- *Adoption*

H. ORDINANCES

Tabled

[ORD-18-029](#) An Ordinance To Amend Part 11 Of The Codified Ordinances And The
Development Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately
Sponsor: Jarvis 11.954 Acre Tract Of Land From Exceptional Use (EU) To Planned
Residential District (PRD), Owned By The Dwight A. Imler Revocable Living
Trust, Located On The Southeast Corner Of The Intersection Of Hayes
Road and Lithopolis Road And Consisting Of Parcel Number 184-002994,
And To Adopt A Preliminary Development Plan And Development Text For
A Proposed 79.5 Acre Planned Residential Development (Middletown
Farms) ([Ordinance, Exhibit A, Exhibit B, P&Z Recommendation](#))
- *Tabled at Third Reading*

[ORD-18-046](#) An Ordinance To Amend Part 11 Of The Codified Ordinances And The
Development Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately
Sponsor: Clark 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM),
Owned By Gender/Thirty Three, Located On The North Side Of Winchester
Boulevard (PID 184-000532 And 184-000871) ([Ordinance, Exhibit A](#))
- *Tabled at Third Reading*

ORD-18-048

Development

Sponsor: Lynch

An Ordinance Amending Section 1191 Of The Codified Ordinances
Regarding Landscaping And Screening ([Ordinance](#))

- Tabled at Third Reading

Third Reading

ORD-18-050

Construction Services

Sponsor: Lynch

An Ordinance To Authorize The Mayor To Enter Into A Contract With
Quality Control Inspection, Inc. For Consulting Services Relating To
Construction Inspection For The Period From January 1, 2019 Through
December 31, 2019 ([Ordinance, QCI Agreement](#))

- Adoption

ORD-18-051

Construction Services

Sponsor: Amos

An Ordinance To Authorize The Mayor To Amend A Contract With
American Structurepoint, Inc. For Consulting Services Relating To
Construction Inspection For The Period From January 13, 2019 Through
January 13, 2020 ([Ordinance, Agreement](#))

- Adoption

Second Reading

ORD-19-001

Development

Sponsor: Jarvis

An Ordinance To Repeal Ordinance No. 17-056 And Amend The
Adopted Combined Development Fee Schedule ([Ordinance](#))

- Request waiver of second and/or third reading and adoption

First Reading

ORD-19-003

Finance

An Ordinance To Authorize The Mayor To Enter Into A Contract For The
Prosecution Of Certain Criminal Cases And Certain Civil Division Cases In
The Franklin County Municipal Court For The Calendar Year 2019 With The
City Of Columbus Attorney's Office ([Ordinance, Exhibit A](#))

- First Reading Only

ORD-19-004

Construction Services

An Ordinance To Authorize The Mayor To Grant A Utility Easement To
South Central Power Company For Existing Overhead Electric Utilities On
Groveport Rd., West Of Gender Rd ([Ordinance, Exhibit A](#))

- First Reading Only

I. Reports

Fairfield County Sheriff

Law Director

Finance Director

19-009**Finance Director's Report**

Public Service Director

[19-007](#)

[Public Service Director's Report](#)

Development Director

J. Council Reports

Work Session/Council - Monday, February 4, 2019 at 6:00 p.m.

Work Session/Council - TUESDAY, February 19, 2019 at 6:00 p.m.

CW Human Services

CWICC

CWJRD

Destination: Canal Winchester

K. Old/New Business

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

January 7, 2019

6:00 PM

ORGANIZATIONAL MEETING

City Council

*Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch*

A. Call To Order Jarvis called the meeting to order at 6:00 p.m.

B. Roll Call Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

C. Executive Session to Consider Appointments of Public Officials

Jarvis: on the agenda it calls for an executive session to consider appointments for public officials; I guess maybe formally we would need to amend that as; is there any reason to change the existing committee assignments as they exist; Bennett: no; Jarvis: hearing none do I have a motion to amend the agenda to remove to remove the executive session clause in the agenda

A motion was made by Bennett to remove executive session from the agenda, seconded by Lynch. The motion carried with the following vote:

Yes 7- Bennett, Lynch, Amos, Clark, Coolman, Jarvis, Walker

D. Council Committees and Appointments

Rules Committee (Chair, Vice-Chair, Member)

Jarvis: so to confirm rules committee chair remains Mr. Lynch; Coolman: vice chair is Mr. Lynch and I'm, the member; Jarvis: status quo on that;

Canal Winchester Human Services Representative – 1

Jarvis: Human Services representative is Mr. Lynch correct; Lynch: yes;

Destination: Canal Winchester – 1

Jarvis: Destination Canal Winchester Mr. Walker; Walker: yes;

Canal Winchester Industry and Commerce Corporation Representative – 1

Jarvis: the Canal Winchester Industry and Commerce Corporation representative is Mr. Clark is the primary; is that correct; Clark: yes; Jarvis: Mr. Coolman you are also; Coolman: yes;

Canal Winchester Joint Recreation District Board Member – 2

Jarvis: the Joint Recreation District is Mr. Bennett and Mrs. Amos correct; Bennett: correct;

E. Adjournment @ 6:02 p.m.

A motion was made by Amos to adjourn, seconded by Clark. The motion carried with the following vote:

Yes 7 – Amos, Clark, Bennett, Coolman, Jarvis, Lynch, Walker

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

January 7, 2019

6:30 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order

Jarvis called the meeting to order at 6:03p.m.

B. Roll Call

Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

C. Also In Attendance

Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action**RES-19-001**

Development

A Resolution Indicating What Services The City Of Canal Winchester Will Provide To 88.66± Acres Of Land, More Or Less, The Description And Map Are Attached Hereto As Exhibits "A" And "B" For The Annexation Known As The Alspach Annexation By Eugene Hollins, Agent For The Petitioners ([Resolution, Exhibits A B](#))

- Request to move to full Council

Haire: thank you Mr. Walker; this resolution is required as part of the annexation process; this is for the Alspach property that we're in contract to purchase; the total parcel is 110 acres; two of the five parcels are already in Canal Winchester and we would be annexing the remainder of that site; so it would be the 88.66 acres; we're required to let the county know what services are available to those parcels; we've put all services will be available when necessary infrastructure improvements are made by the developer of that site; water, sewer, things like that would be once those infrastructure improvements are made by the future developer; and then any other services would be immediately upon annexation; the county commissioners are scheduled to hear this at their January 29th hearing; and then this will be back before council at their April meeting; any questions; Jarvis: listed among the services there was, most of them were pretty straight forward but the one that I drew a question on was the refuse or the trash because that's not contracted by the city; normally the consumer contracts directly with somebody; Haire: the city has a contract with waste management to provide refuse collection so any residents living in there would be Waste Management; Jarvis: okay; Haire: if it's commercial businesses they would contract with whoever; we don't require a certain provider; for residents we require Waste Management; Jarvis: okay; this being property that's likely going to be used for commercial purposes they'll just contract with whoever; Haire: correct; we're just saying whichever services we would provide; this property is not zoned and this doesn't zone the property; so in the future if it's rezoned to something that wouldn't be residential then; Jarvis: if the shoes fits; okay; I got it; thank you;

A motion was made by Clark to move Resolution 19-001 to full council, seconded by Lynch. The motion carried with the following vote:

Yes 7- Clark, Lynch, Amos, Bennett, Coolman, Jarvis, Walker

ORD-19-001

Development

An Ordinance To Repeal Ordinance No. 17-056 And Amend The Adopted Combined Development Fee Schedule ([Ordinance](#))

- Request to move to full Council

Haire: thank you Mr. Walker; this coincides with the landscape amendments that we're making to the code amendments; one of the items that we had changed in the landscape code was a landscape tree fee in lieu of; which is line item 2.18 in this fee schedule; and what we've placed there that's a new fee of \$300.00, that's for people who choose to pay for a tree rather than plant a tree on their site; we allow that in a number of areas of the code; so there's a requirement for major tree replacement; and specifically it mentions that the urban forester can allow a tree fee in lieu of rather than replacing the tree on site if he feels it's necessary; and then also once you hit a certain number of trees on your site (50) in the commercial or institutional then you're allowed to pay a fee rather than plant the trees on the site; but you need to plant the first 50; so that's in cases where there may be not enough room on the site to plant more than 50 trees; they have the opportunity to pay a fee in lieu of; to compensate for that; the only other change that was made on here was in 3.31C which is final occupancy and that is increased from \$50.00 to \$75.00 so; we're not covering our cost for the building official that we contract with; to write a certificate of occupancy it costs us around \$75.00; we're increasing the fee to that just so we're covering our costs; that's the final step in any project; it's typically paid for in the fees up front; but you're final step is you get your certificate of occupancy when you're completing the project; Amos: Mr. Haire I noticed on the agenda it's a request to waive; what's the reason for the urgency; Haire: just cause if we pass the ordinance for the landscape code we wouldn't have a fee associated with that; Lynch: Mr. Haire the fees that are listed here they cover the cost that we pay to subcontract out for set inspections and such; planned reviews; Haire: that's the idea; the fees that are set forth here are enough to recover those costs; Lynch: how much do we make off those; do we make over and above the actual fees we pay them; Haire: I couldn't tell you those exact numbers but notice the year end was in your agenda so if you look at that there's building permit fees listed broken out on there; there's zoning permit fees broken out on there; administrative fees; there's lots of different inspections; there's street tree fees which are noted in here; there's a number of different areas where those fees are broken out; Lynch: the tree install tree landscape tree fee in lieu of planting \$300.00; does that go into the general fund or does that go into a separate fund and held for future street tree and park plans; this is probably a Mrs. Jackson question; Jackson: it goes into the general fund; Lynch: the general fund; Jackson: yes; its where all of the street tree planting and all of the park improvements are paid for from; Lynch: is it ear marked to be used; Jackson: no but we typically spend more on street tree planning and park improvements than we take in each year; Lynch: so it would be in addition to the \$40,000.00 that we budget for street tree planting correct; Jackson: what would be in addition to that; Lynch: the \$300.00 per tree would be in addition to that; Jackson: no; we're going to do X number of dollars' worth of trees every year regardless of how much comes in; so if we take in less than \$40,000.00 from this fee we're still planning \$40,000.00 worth of trees; Lynch: I understand; Jackson: that's why it's in the general fund to cover that should there be any variance; Lynch: okay so subsidize that \$40,000.00 amount; it's not put on top of that \$40,000.00 in addition to; Jackson: we don't really have a way to predict how much money would be coming in additionally to be able to do that if that makes sense; Lynch: yes it does; I guess what I'm asking is if we budget \$40,000.00 street tree planting for 2019 an we bring in an additional, I don't know, \$20,000 in lieu of planting fund so does that mean that we now spend \$60,000.00 on street tree or park tree planting; Jackson: no; Lynch: we do not; Haire: it could be up to council to do that; so the following year you could add more money in the budget if you saw that more money was coming in; Jackson: just because we take the money in doesn't mean that the money is automatically appropriated; so we don't have any legal authority to spend anything over what is already appropriated; so if we take in \$60,000.00 but we've only budgeted \$40,000.00 we can legally only spend \$40,000.00 until we come back to you and ask you for additional funds; but keep in mind that money is collected all year long and we only do our plantings in the spring and in the fall; from a timing

perspective it makes more sense to look at what we did in 18 maybe for an appropriation amendment for 19 rather than trying to spend it in the year that it's brought in; Lynch: well that makes sense; okay; I was just wondering again if that money was used for that purpose since that's what we're collecting it for;

A motion was made by Jarvis to move Ordinance 19-001 to full council, seconded by Bennett. The motion carried with the following vote:

Yes 7- Jarvis, Bennett, Amos, Clark, Coolman, Lynch, Walker

ORD-19-002

Finance

An Ordinance To Amend The 2019 Appropriations Ordinance 18-040, Amendment #1 ([Ordinance, Appropriations Amend Memo 1](#))

- Request to move to full Council

Jackson: thank you Mr. Walker; this is sort of a balancing appropriation amendment; this does two things; one, it appropriates the remaining money from our BWC wellness grant that we got; we got this grant a lot later in 2018 than we had anticipated; it was very late in August so we did not spend it all in 18; so this is the \$763.75 is what is left; so we're asking to appropriate that so we can spend it in 2019 before the grant period runs out; and then in our capital improvement fund in 2015 we issued debt to build the new public service facility; and part of that debt there were some other miscellaneous projects included in that; the municipal building; some security upgrades; and some improvements to the community center were included in that; and we have been kind of going back and forth for the last couple of years trying to get those done; and at the end of 2018 we wrote a purchase order that was not accounted of by me when I did the appropriations; the original appropriations; so I'm asking that we reduce the original appropriations to account for that purchase order so that our money that we have sitting on our bank account because this is in a separate bank account equals our appropriations so that the auditors don't yell at me for spending money we don't have; that's what this is serving to do; Amos: Mrs. Jackson, the purchase order that was written in 2018 was it services that were completed in 2018 or services that are ongoing; Jackson: they are services that were contracted in 2018;

A motion was made by Bennett to move Ordinance 19-002 to full council, seconded by Coolman. The motion carried with the following vote:

Yes 7- Bennett, Coolman, Amos, Clark, Jarvis, Lynch, Walker

E. Reports

Matt Peoples - I do not have anything to add to my written report;

Lucas Haire - Thank you Mr. Walker; one item to note is COTA they actually had their service changed today so they began service today from the park and ride; their first day for that; and they've also extended the number 25 down Gender Road from down Gender and Refugee it will go down to basically Canal Street and turn there, make a stop at Prentiss School then back to the park and ride; and they will be holding a customer appreciation event and ribbon cutting ceremony on January the 24th; it will be from 6:30 a.m. to 8:00 a.m. and you all are invited to attend that; you should be receiving an email invitation I believe here shortly; but just wanted to get that on your calendars now; Clark: when was that again; Haire: it is January the 24th; it will be from 6:30 a.m. to 8:00 a.m.; Clark: 6:30 a.m.; Haire: yes they wanted to, they obviously are running express busses from that site and they wanted to be there as the customers

that are using that service arrive for the bus; so hope for good weather; and a couple of items to note, Fitness Firm that has been in business more than 20 years they closed at the end of December; there is a new tenant that's leased the third floor of that; some of the instructors for Fitness Firm and they're calling it Top Floor Yoga and Fitness; so they should be opening soon; Fantasy Cupcake they're hopefully going to be opening here in the next week to ten days at their new location at 9 South High; and then Lander Boutique is moving to from 15 East Waterloo to 3 South High Street where Fantasy Cupcake was located; and hopefully they'll be opening this month as well; just a couple of items to note on permits for the year; we issues 54 new single family home permits in 2018; and 49 new multifamily apartment permits; and we completed 1,438 inspections on a total of 170 building permits that were issued; pretty consistent with what we've seen over the last few years; although the new single family homes is up over what we've seen in the last, probably since prior to the recession; that's the most we've had; any questions; Jarvis: is there any speculation as to what will happen at the Fitness Firm building first and second floor; Haire: they are currently for lease; Jarvis: thank you;

Amanda Jackson - thank you Mr. Walker; I'm happy to report that we were balanced as of January 2nd for 2018; and we have moved right into 2019; the staff has written almost 200 purchase orders since I let them free last week; so we're moving right along; as we move into 19 we will actually be audited for 2017/2018 so I'm starting to prepare for that; gather the information that I know the auditors will be asking for and getting things organized; so once I have an update on the timeline on that I will let everyone know; and just a reminder for those of you who have our health insurance, biometrics screenings, if you have not signed up for those please do so; they are on the 17th that is next Thursday and they will be at the Community Center; if you have questions or issues with signing up just let Matt, myself or Nancy know and we'll guide you through it; Walker: what time did that start again; 9:00 a.m.; Jackson: no I want to say 6:00 a.m. or somewhere like that; Walker: it goes till noon or something like that; Jarvis: I just did it today; I can tell you the appointments are pretty chewed up; I think the very earliest part if the day is the only thing open right now; Walker: any other questions for Mrs. Jackson; Jarvis: Mrs. Jackson, didn't we just go through a multi-year audit here this year; Jackson: no; Jarvis: it's been longer than I thought; Jackson: we would have been audited in 17 for 15 and 16; Jarvis: time got away from me; it seems like we just cleared that and here they are again;

F. Items for Discussion none

G. Old/New Business none

H. Adjournment @ 6:20 P.M.

A motion was made by Bennett to adjourn, seconded by Amos. The motion carried with the following vote:

Yes 7- Bennett, Amos, Clark, Coolman, Jarvis, Lynch, Walker

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

January 7, 2019

7:00 PM

City Council

*Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch*

A. Call To Order

Jarvis called the meeting to order at 7:00 p.m.

B. Pledge of Allegiance - Coolman**C. Roll Call**

Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

D. Approval of Minutes**MIN-19-001**

12-17-18 Work Session Minutes ([Work Session Minutes](#))

MIN-19-001

12-17-18 City Council Minutes ([Council Minutes](#))

A motion was made by Bennett to approve MIN-19-001 and MIN-19-002, seconded by Coolman. The motion carried with the following vote:

Yes 7 – Bennett, Coolman, Amos, Clark, Jarvis, Lynch, Walker

E. Communications & Petitions**19-005**

BIA Email/Letter Opposing The Proposed Residential Standards ([BIA Email Letter](#))

19-006

Madison Township Fire Report - December 2018 ([December 2018](#))

Jarvis: we have two listed; there was a letter from the Building Industry Association officer regarding the Westport Homes Middletown Farms project; and we also received a fire report for the month of December from the Madison Township Fire Department;

F. Public Comments - Five Minute Limit Per Person

Philip Arida, 6160 Tallman Ct: my concern is regarding the Macintosh facility that was erected in our back yard; we kind of worked with council when it was going up and the builder; they've been somewhat accommodating in terms of the lighting and some other concerns we had about landscape; most recently what's been problematic is the facility actually probably grown; they have more patients now but basically the garbage pick-up is occurring at like 2:30 -3:00 o'clock in the morning there; our house is right behind the facility; it's a large dumpster; it's a large truck that has to come in and drop it and so forth; many of our neighbors are upset; some neighbors are here as well; we've been in contact with the facility owner and I guess he's a resident of Canal so he listened to my concerns; basically he's saying that possibly they might get another contractor that could do a 6:00 a.m. pick-up; so I'm not sure if this is something the city can help us with or what path to pursue; but I just wanted to kind of voice my concerns in front of this committee; Jarvis: just to clarify, and this doesn't take away from you time, but so you talked to the facility manager and he said that they could change it from 2:00 – 3:00 a.m. to 6:00 a.m.; Arida: well he said, I guess it's Waste Management; I'm not sure what the current contractor was but he was going to talk to them about coming at least not before 6:00 a.m. in the morning; that was last year I had spoken to him a couple times; I don't know where it stands right now; he said if that guy couldn't

accommodate them, their current contractor, they were going to look for another company to do that; Jarvis: okay; and that conversation took place; Arida: it was probably the middle of December; unfortunately we're just not seeing any progress; Jarvis: just out of curiosity did you follow up with that person; Arida: I've put my third call out there; I've just about given up; Jarvis: okay; so you're here tonight because you feel like you've burned through your options; Arida: yeah; I mean maybe they're still in the process of getting another contract; I don't know how many are actually available but like I said it's a really large dumpster; they used to come just once a week and now they're coming multiple times; many of my neighbors are concerned as well; I kind of told them I was going to reach out to the city today; Jarvis: you mentioned that some things have been addressed and other things; Arida: so during the construction phase they were accommodating; we had petitioned to have some mounding which they did do; Lucas helped us out quite a bit; they put some shrubs there; then as soon as the facility started they had these LED lights that were like full blast; they toned those down quite a bit; so it seems like they want to work with us but it's just unfortunate that this is just continuing; it's challenging having that happen that early in the morning; there are ambulances that go in there; we kind of knew that was going to happen; but we're at the back end of it so it's kind of the service entrance there as well; you can't do much about that; you know when the staff lifts the garbage dumpster I will yell at them like please don't slam that; so it seems like they want to work with us but as I said I don't know; should I just continue to work with the facility or is this something the city could take up; I'm not sure how to proceed; Jarvis: we actually talked about refuse earlier but totally unrelated to your situation; and the contract is between them and Waste Management as far as that goes; since Mr. Haire acted on your behalf in the past I'll ask him he wouldn't mind reaching out; I don't understand why you're not getting some response from them; to give them the benefit of the doubt, middle of December, probably got a little bit of holiday; Arida: sure; yeah possibly; I appreciate that Mr. Haire; and like I said I will continue; I appreciate you guys listening to our concerns basically; Jarvis: yes sir; thank you for coming; Arida: thank you;

G. RESOLUTIONS

RES-19-001

Development

A Resolution Indicating What Services The City Of Canal Winchester Will Provide To 88.66± Acres Of Land, More Or Less, The Description And Map Are Attached Hereto As Exhibits "A" And "B" For The Annexation Known As The Alspach Annexation By Eugene Hollins, Agent For The Petitioners
([Resolution, Exhibits A B](#))

- Adoption

A motion was made by Clark to adopt Resolution 19-001, seconded by Bennett. The motion carried with the following vote:

Yes 7- Clark, Bennett, Amos, Coolman, Jarvis, Lynch, Walker

H. ORDINANCES

Tabled

ORD-18-029

Development

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately

Sponsor: 11.954 Acre Tract Of Land From Exceptional Use (EU) To Planned Residential District (PRD), Owned By The Dwight A. Imler Revocable Living Trust, Located On The Southeast Corner Of The Intersection Of Hayes Road and Lithopolis Road And Consisting Of Parcel Number 184-002994, And To Adopt A Preliminary Development Plan And Development Text For A Proposed 79.5 Acre Planned Residential Development (Middletown Farms) ([Ordinance, Exhibit A, Exhibit B, P&Z Recommendation](#))

- Tabled at Third Reading

Jarvis: this will remain on the table pending a meeting to take place Wednesday morning with representatives from Westport, the city and city council; Mr. Clark, myself and Mr. Lynch will be sitting in on that; however, everyone received a copy of Westport's position on our standard that we are in the process of adopting; our goal for that meeting I thought going in was going to be to identify those discrepancies; they've sort of helped us out by documenting it already; so now it will be a discussion of those two positions and whether there's any compromise that can be made on those;

Third Reading

[ORD-18-045](#)

Development

Sponsor: Lynch

An Ordinance To Amend Part 11 Of The Codified Ordinances And Adopt The Official Woodlands Map For The City Of Canal Winchester ([Ordinance, Exhibit A](#))

- Adoption

A motion was made by Lynch to adopt Ordinance 18-045, seconded by Coolman. The motion carried with the following vote:

Yes 7- Lynch, Coolman, Amos, Bennett, Clark, Jarvis, Walker

[ORD-18-046](#)

Development

Sponsor: Clark

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM), Owned By Gender/Thirty Three, Located On The North Side Of Winchester Boulevard (PID 184-000532 And 184-000871) ([Ordinance, Exhibit A](#))

- Applicant requests ordinance be tabled

Clark: the applicant requests tabling of the ordinance for them to get documents in order;

A motion was made by Clark to table Ordinance 18-046, seconded by Bennett. The motion carried with the following vote:

Yes 7- Clark, Bennett, Amos, Coolman, Jarvis, Lynch, Walker

[ORD-18-047](#)

Development

Sponsor: Coolman

An Ordinance Adopting Section 1198 Of The Codified Ordinances Regarding Residential Appearance Standards ([Ordinance, Exhibit A](#))

- Adoption

A motion was made by Coolman to adopt Ordinance 18-047, seconded by Amos. The motion carried with the following vote:

Yes 7- Coolman, Amos, Bennett, Clark, Jarvis, Lynch, Walker

ORD-18-048

Development

Sponsor: Lynch

An Ordinance Amending Section 1191 Of The Codified Ordinances Regarding Landscaping And Screening ([Ordinance](#))

- Adoption

A motion was made by Lynch to modify ordinance 18-048

Lynch: to read as following: shade tree, tree sizes be changed to a 1 ¾ inch to 2 inch for all commercial installation; Jarvis: I'm sorry Mr. Lynch can you specify the section in the ordinance by number; Lynch: it's listed in several different places; Jarvis: oh is it; Lynch: yes; it would be page 3 area B under urban forestry plants list for Canal Winchester style reference for approved tree species in new landscape plans; it would be item B deciduous trees; changing from 1 ¾ inch to 2 inch for all commercial planting; and then a definition to be added to the first page under purpose to include opacity to read as follows: percent coverage of fixed material both green and hard at the time of installation at a height of six feet as viewed outside the property; Jarvis: that's how you would like it to read; Lynch: in that context; or exactly like that; if that works; or are we splitting hairs; Haire: I think I would probably prefer to table the ordinance and get some of this information and we can work on potential amendments; Lynch: does that delay anything; Haire: no; Jarvis: okay so we have a motion on the floor to amend to amend that; if you withdraw that;

The motion to modify Ordinance 18-048 was withdrawn by Lynch.

A motion was made by Lynch to table Ordinance 18-048, seconded by Bennett. The motion carried with the following vote:

Yes 7- Lynch, Bennett, Amos, Clark, Coolman, Jarvis, Walker

Second Reading

ORD-18-050

Construction Services

Sponsor: Lynch

An Ordinance To Authorize The Mayor To Enter Into A Contract With Quality Control Inspection, Inc. For Consulting Services Relating To Construction Inspection For The Period From January 1, 2019 Through December 31, 2019 ([Ordinance, QCI Agreement](#))

- Second Reading Only

ORD-18-051

Construction Services

Sponsor: Amos

An Ordinance To Authorize The Mayor To Amend A Contract With American Structurepoint, Inc. For Consulting Services Relating To Construction Inspection For The Period From January 13, 2019 Through January 13, 2020 ([Ordinance, Agreement](#))

- Second Reading Only

First Reading

ORD-19-001

Development

An Ordinance To Repeal Ordinance No. 17-056 And Amend The Adopted Combined Development Fee Schedule ([Development Fee Ordinance Update](#))

- First Reading Only

ORD-19-002

Finance

An Ordinance To Amend The 2019 Appropriations Ordinance 18-040, Amendment #1 ([Ordinance, Appropriations Amend Memo 1](#))

- Request waiver of second and/or third reading and adoption

A motion was made by Bennett to waive the rules for second and third reading for Ordinance 19-002, seconded by Amos. The motion carried with the following vote:

Yes 7- Bennett, Amos, Clark, Coolman, Jarvis, Lynch, Walker

A motion was made by Bennett to adopt Ordinance 19-002, seconded by Amos. The motion carried with the following vote:

Yes 7- Bennett, Amos, Clark, Coolman, Jarvis, Lynch, Walker

I. Reports

Mayor's Report

19-002**December 2018 Mayor's Court Report**

A motion was made by Coolman to approve the December 2018 Mayor's Court report, seconded by Bennett. The motion carried with the following vote:

Yes 7- Coolman, Bennett, Amos, Clark, Jarvis, Lynch, Walker

Fairfield County Sheriff - Cassel: Hi happy new year; I do not have a written report for you today; that report will be given to you on the 22nd when we meet at 18:00 hours; as far as our end goes on the 5th we started our shift bid transfers; we kept six of the deputies that patrolled in 2018 and we got five new ones for 2019; so I'm excited about that because they're newer deputies; cause then they're go getters; so I'm excited to get hen trained how we want them to be trained; and that's about all I have; Jarvis: is that process based on seniority; Cassel: every year per their contract we have shift bid; shift bid is over in October; then they implement it in January; the first week in January; the first Saturday; so it is based on seniority; they get to pick what shift they want and what days off according to the seniority; Jarvis: even though they had seniority in that process these are your young bloods, yeah; Cassel: yeah; and I'm excited about that because they'll be super productive; Jarvis: I'm sure even if they aren't you'll make them so in quick order; Cassel: thanks; that's all I have;

Law Director - Ashrawi: thank you; I don't have anything to report; it was nice meeting the new council members; sitting in for Gene today; first name is Yaz; that's all you need to know; my last name is a little

difficult; happy to answer any questions if there are any from the council; Jarvis: does anyone have any questions from Yaz; Coolman: I just have one question; is there a need for an executive session tonight; Ashwari: not that I'm aware of unless there is a request from council for any particular reason; Jackson: I think we're good;

Finance Director

[19-004](#)

[Finance Director's Report, December 2018 Financial Statements](#)

Jackson: thank you Mr. Jarvis; just one additional thing; included in your packets this evening are the December 2018 financial statements and it is my intention at one of the next few meetings to go through that in a little more detail with you; I am going to base that on how heavy the agenda is so as not to keep us here extra-long; so stay tuned

Public Service Director

[19-001](#)

[Public Service Project Updates, Construction Services Update](#)

Peoples: thank you Mr. Jarvis; I have nothing to add to my written report

Development Director

[19-003](#)

[Development Report](#)

Haire: thank you Mr. Jarvis; I don't have anything to add beyond my committee report;

J. Council Reports

Work Session/Council - TUESDAY, January 22, 2019 at 6:00 p.m.

Work Session/Council - Monday, February 4, 2019 at 6:00 p.m.

CW Human Services - Lynch: they have the Souper Bowl coming up February 3rd; super bowl weekend; Jarvis: they've been doing this for a number of years; what all does that entail; Lynch: people donate soup; they come and people buy the soup from them; the donations go to Human Services; Clark: the high school students make ceramic bowls that you can buy; you usually don't put your soup in that; Lynch: I've donated but I have not attended yet; Jarvis: is the super bowl going on while this is happening; Lynch: no it's in the morning; Amos: there's also a large auction that goes on during the day; a lot of good stuff; and the elementary school makes the placemats; Jarvis: it must be successful because I know they've been doing it for a number of years now; it could be ten; time gets away from me;

CWICC - Clark: we meet next on January 30th, 11:30 at the Interurban;

CWJRD - Bennett: at our last board meeting we appointed a new community representative; Mr. Jordan Vause; he is new to the area; but he has been a volunteer firefighter from Colorado; he moved here to work at Children's Hospital; he is one of 300 people in the United States that perform his job at Children's Hospital; he has also played as a scholarship athlete in college and played lacrosse; Jarvis: we don't have a lacrosse program do we; Bennett: we do; Jarvis: when did that start; Bennett: three to four years ago; we have a program for third through early middle school; then there's a club program also for late middle school through high school; and it will be within the next maybe three years officially part of the high school official programs; Jarvis: coming up when; Amos: it will be a few years' Bennett: it will be a few years; that's how it transitions; you have to have like a private club and then eventually from a

private club it will transition to varsity sport at the high school; Jarvis: then you pay on a soccer field is that it; Bennett: you can; the end lines are a little different; currently I think they play at the middle school football field; Jarvis: I don't think I've ever seen a lacrosse match in my life; so I'm having trouble picturing it; I can't picture the field; Amos: Ohio high school does recognize that it's a sport now and there are several schools; Jarvis: there was a professional team here in Ohio; Bennett: they play at the Fortress; Amos: New Albany has one; Pickerington; Bennett: it's a growing sport;

Destination: Canal Winchester - Walker: some Destination Canal Winchester updates; the craft bazaar hosted by Destination Canal Winchester for Christmas in the Village was very well attended; there were nineteen total vendors; maximum number of vendors allowed due to available space; and all vendors enjoyed the event; currently preparing to host our tenth annual Blues and Rib Fest this year; which will be July 26th and 27th; our tenth annual; starting in 2019 Destination Canal Winchester will be the host of TOSRV; otherwise known as Tour of the Scioto River Valley TOSRV; it's a bicycle tour which will occur May 18th and 19th; also starting in 2019 Destination Canal Winchester will be the new host of the annual Canal Winchester Art Stroll which will occur on May 18th from 12:00 noon until 6:00 p.m.; and currently working on the 2019 Canal Winchester Farmer's Market which will start in Saturday, May 25th and end of Saturday, September 28th; every year our Farmer's Market experiences growth; last year we had 35 vendors and we anticipate another great year; next Destination Canal Winchester Art Stroll meeting will be Tuesday, January 8th 6:00 p.m. at the Interurban building; and the next Destination Canal Winchester committee meeting will be Tuesday, January 22nd at 6:30 at the Interurban building; Bennet: so the Art Stroll; Destination Canal Winchester is now taking over as the official host from the Art Guild; the Art Guild felt they could no longer host it; they didn't have the manpower; they couldn't find anybody that wanted top Destination felt it's a very strong well attended event that the public looks forward to every year; therefore Destination was offered the opportunity host it and accept it; so a couple meetings have been going on between Destination and the Art Guild and as far as what was expected and how it was going to be organized and the meetings have been very good; so the Guild is excited to have us; as a matter of fact Destination even has a chair on their board for a Guild member; we want everybody involved is the reason for that; and the other issues was when we looked at it Karen Stiles said every year we have the Art Strolls it seems like the Guild gets rained out; the last two or three years; so she motioned to move the art stroll one week later than it normally happens; it normally happens on Mother's Day weekend; so she moved it a week later and it coincides with what Mike said the TOSRV bicycle race; so when people when people come back on the bicycle race thee will actually be an event going on so they can stay in town and grow foot traffic; so that was; because what TOSRV is doing; we hosted them last year for the first time ever; they're looking for a home; and they had such a great experience at Canal Winchester that they now declare us their home; and there's a little bit of history behind that where the fella that started the TOSRV event back in the 60's is from Canal Winchester; so that went hand in hand; so this year they're unveiling a shorter distance race; the TOSRV race is down to Portsmouth and back; so now they're going to have two races before that one this year; one for little children and younger bike riders or for those bike riders that can't go all the way to Portsmouth; they're going to have one that goes to Circleville or Ashville; so you can go as far as you want but you turn around and come back; you don't have to go over night; you don't have to be gone for five hours; so it would just be a short little ride and you come back and we have the Art Stroll going on at the same time; we just didn't want to see the Art Stroll go away; we thought it was too important; Bennett: I'm glad to see it continuing; the biggest challenge on that is funding and I think we got that handled and volunteerism; that was the reason Destination said we can handle it; Jarvis: the art community that we have in Canal Winchester is unusual for its activity and I think it goes perfectly with the image that we're cultivating; it's a great thing and

thanks for keeping that alive ;

K. Old/New Business

Jarvis: I have something that I just learned today that our deputy clerk of council Jessica Lee-Grutsch is no longer going to be taking minutes for us here; she's staying on as an employee but is moving onto other things; and I think if I understand things correctly that Tiffany will be standing in from here to the foreseeable future; I wanted to say we really appreciate the effort that goes into this; we understand that there's a lot of difficulty in taking minutes while we're talking at whatever speed we want to talk; somebody has to play that back and try to figure out what we said; and if there was any mumbling or whatever or background noise I imagine you have to go over it like ten or twelve times to get the best guess; Lee-Grutsch: sometimes it's a team effort; Jarvis: and also reading ordinances; I haven't see one recently but you've see them where they're a mile long and full of legal ease and they're hard to say; but instead of us stumbling on our words we have somebody that we can lean on; Jessica did that perfectly well; and we appreciate your time; your energy and the positive attitude that you've brought to that job; we wish you well in whatever you're doing; Lee-Grutsch: thank you I appreciate it;

L. Adjourn to Executive Session (if necessary)

M. Adjournment @ 7:34 p.m.

A motion was made by Bennett to adjourn, seconded by Lynch. The motion carried with the following vote:

Yes 7- Bennett, Lynch, Amos, Clark, Coolman, Jarvis, Walker

RESOLUTION NO. 19-002

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AN OHIO DEPARTMENT OF
NATURAL RESOURCES (ODNR) CLEAN OHIO TRAILS FUND GRANT FOR IMPROVEMENTS TO
MCGILL PARK**

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio Clean Ohio Trails Fund grant program; and

WHEREAS, the City of Canal Winchester desires financial assistance under the Clean Ohio Trails Fund Grant Program for improvements to McGill Park,

WHEREAS, future legislation would establish a Clean Ohio Trails Fund Grant Fund and appropriate the grant funds and necessary city match for the project,

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the City of Canal Winchester approves filing this application for financial assistance.

SECTION 2. That the Mayor is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

SECTION 3. That the City of Canal Winchester does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Clean Ohio Trails Fund Grant Program.

SECTION 4. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 18-029

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 11.954 ACRE TRACT OF LAND FROM EXCEPTIONAL USE (EU) TO PLANNED RESIDENTIAL DISTRICT (PRD), OWNED BY THE DWIGHT A. IMLER REVOCABLE LIVING TRUST, LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF HAYES ROAD AND LITHOPOLIS ROAD AND CONSISTING OF PARCEL NUMBER PID 184-002994, AND TO ADOPT A PRELIMINARY DEVELOPMENT PLAN AND DEVELOPMENT TEXT FOR A PROPOSED 79.5 ACRE PLANNED RESIDENTIAL DEVELOPMENT (MIDDLETOWN FARMS)

WHEREAS, the rezoning of a 11.954 acre tract of land hereinafter described from Exceptional Use (EU) to Planned Residential District (PRD) has been proposed to the Council of the City of Canal Winchester by the owner, the Dwight A. Imler Revocable Living Trust ("Imler Trust"); and

WHEREAS, such 11.954 acre tract is contiguous to an approximately 67.55 acre tract of land also owned by the Imler Trust and currently zoned Planned Residential District ("PRD"); and

WHEREAS, an accompanying Planned Residential District preliminary development plan and development text has been submitted for the combined 79.5 acre tract for approval; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester, and the Planning and Zoning Commission has recommended that the rezoning, the preliminary plan, and the development text not be approved by City Council; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is a part thereof, be and hereby is amended as follows:

That approximately 11.954 acres, located at the southeast corner of the intersection of Hayes Road and Lithopolis Road and being a part of PID 184-002994, owned by The Dwight A. Imler Revocable Living Trust, as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Exceptional Use (EU) to Planned Residential District (PRD).

Section 2. That the preliminary development plan and development text of the proposed Middletown Farms as depicted in Exhibit B, attached hereto and made a part of hereof, be and hereby is accepted and approved.

Section 3. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED: _____

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

11.954 ACRES

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 1, Township 10, Range 21, Congress Lands, being part of that 70.797 acre tract of land conveyed to The Dwight A. Imler Revocable Living Trust by deed of record in Instrument Number 201607050085266, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the centerline intersection of Hayes Road and Lithopolis Road;

Thence South $53^{\circ} 02' 57''$ East, with the centerline of said Lithopolis Road, a distance of 406.78 feet to the northwesterly corner of that 8.000 acre tract conveyed to Roger E. Sisler II by deed of record in Instrument Number 201604150045988;

Thence South $36^{\circ} 43' 38''$ West, with the westerly line of said 8.000 acre tract, a distance of 721.31 feet to a point;

Thence North $53^{\circ} 02' 48''$ West, crossing said 70.797 acre tract, a distance of 666.89 feet to a point in the easterly line of that 5.001 acre tract conveyed as Parcel III to The Dwight A. Imler Revocable Living Trust by deed of record in Instrument Number 201607050085266;

Thence North $00^{\circ} 27' 50''$ East, with said easterly line, a distance of 419.95 feet to a point in the centerline of said Hayes Road;

Thence North $89^{\circ} 50' 16''$ East, with said centerline, a distance of 635.80 feet to the POINT OF BEGINNING, containing 11.954 acres of land, more or less;

This description is to be used for zoning purposes only, not for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

ZONING EXHIBIT

SECTION 1, TOWNSHIP 10, RANGE 21

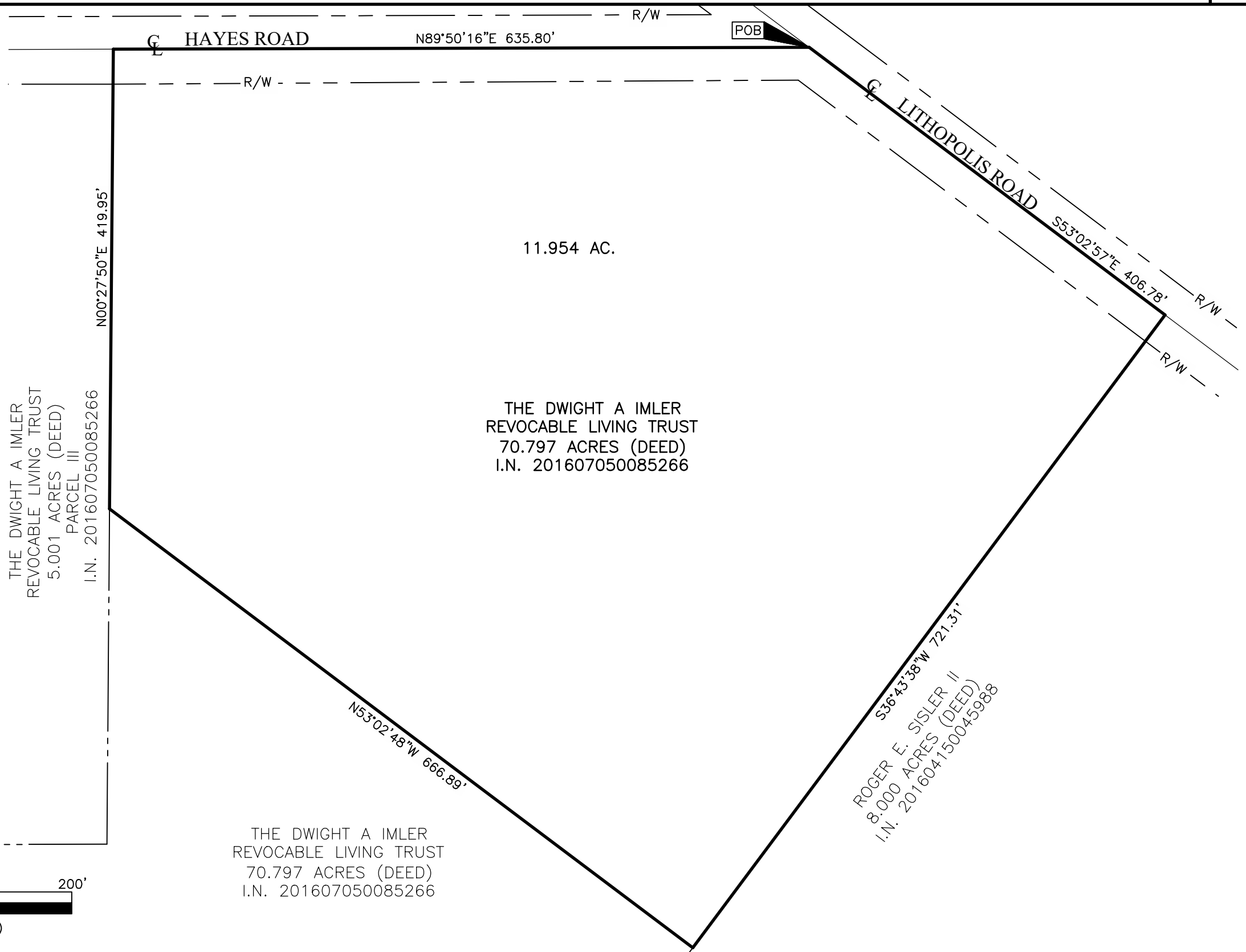
CONGRESS LANDS

CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

Date: November 16, 2017

Scale: 1" = 100'

Job No: 2017-1159



J:\20171159\DWG\04SHEETS\EXHIBITS\20171159-VS-ZONE-01.DWG plotted by KIRK, MATTHEW on 11/17/2017 10:13:21 AM last saved by MKRK on 11/17/2017 10:13:04 AM
Xrefs:

Middletown Farms

Preliminary Development Plan

Hayes and Oregon Roads

Canal Winchester, Ohio

January 22, 2018

Revised: April 23, 2018

Due to the size of this exhibit, only page one has been included in this packet. To view the entire exhibit, please click [here](#).





To: Amanda Jackson, CMC, Clerk of Council

From: Andrew Moore, Planning and Zoning Administrator

Date: October 9, 2018

RE: Application ZM-17-007 & PDP-17-003

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **October 8, 2018**

Motion by Konold, seconded by Wildenthaler, to recommend to council approval of Zoning Map Amendment ZM-17-007; to consider a Zoning Map Amendment from EU to PRD; for 11.954 acres located along at PID: 184-002994 (Located along the corner of Hayes Road and Lithopolis Road). Westport Homes applicant Jack Mautino, Owner Dwight A. Imler Revocable Living Trust.

Voting yes: Mark Caulk; Mike Vasko; Bill Christensen; June Konold; Joe Donahue; Joe Wildenthaler. **Motion Carried with Conditions. 6-0**

Conditions of Approval:

- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**

Motion by Vasko, seconded by Wildenthaler, to recommend to council approval of Preliminary Development Plan PDP-17-003; to consider a Preliminary Development Plan for Middletown Farms Planned Residential District; for 79.488 acres located along Hayes Road and Oregon Road (PID 184-002994, 184-003001, & 184-002998). Westport Homes applicant Jack Mautino, Owner Dwight A. Imler Revocable Living Trust.

Voting yes: Mark Caulk; Mike Vasko; Bill Christensen; June Konold; Joe Donahue; Joe Wildenthaler. **Motion Carried with Conditions. 6-0**

Conditions of Approval:

- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**



Andrew Moore
Planning and Zoning Administrator

ORDINANCE NO. 18-046

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 69.237 ACRE TRACT OF EXCEPTIONAL USE (EU) TO LIMITED MANUFACTURING (LM), OWNED BY GENDER/THIRTY THREE, LOCATED ON THE NORTH SIDE OF WINCHESTER BOULEVARD (PID 184-000532 AND 184-000871)

WHEREAS, the rezoning of the area hereinafter described has been proposed to the Council of the City of Canal Winchester; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester with a recommendation for approval of the rezoning;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is part thereof, be and hereby is amended as follows:

That approximately 69.237 acres, located on the north side of Winchester Boulevard, PID 184-000532 and 184-000871, owned by Gender/Thirty Three, as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Exceptional Use (EU) to Limited Manufacturing (LM).

SECTION 2. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

ZONING DESCRIPTION

69.237 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of Official Record 11357F13 and Official Record 1135F16, all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence, North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the City of Canal Winchester Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence, North 85°45'23" West continuing with said South section line, partly with northerly line of said 0.629 acre tract, partly with the northerly line of an original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07 and partly with the northerly line of that 11.280 acre tract of land as conveyed to Phele Investment of record in Instrument Number 201706150081040, a distance of 1493.31 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence, North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe found with EMH&T cap at an angle point in said line;

Thence, North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23 a distance of 866.30 feet to a ¾" pipe found no cap at a corner thereof in the southerly right-of-way line of State Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA;

Thence, South 61°24'34" East with said southerly limited access right-of-way line a distance of 1698.02 feet to a 5/8" rebar found with a Preferred Surveying Company cap at the northwesterly line of an 11.315 acre tract as conveyed to H.D. Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence, with the westerly line of said 11.315 acre tract the following courses:

South 26°50'00" West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 85°06'32" West a distance of 135.03 feet to an iron pint set at a corner thereof;

Thence, South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence, South 64°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence, South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 69.237 acres of land more or less, 51.032 acres being out of PID 184-000532 and 18.205 acres out of PID 184.000871. This description is for zoning purposes only.

ZONING DESCRIPTION

69.237 Acres

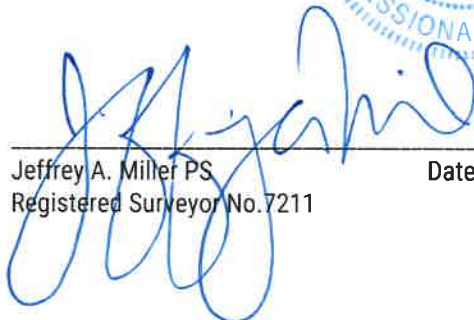
Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using and OPUS Solution.

CESO, Inc.



 9-12-18

Jeffrey A. Miller PS
Registered Surveyor No. 7211

Date 9/12/2018

ORDINANCE NO. 18-048

AN ORDINANCE AMENDING SECTION 11991 OF THE CODIFIED ORDINANCES REGARDING LANDSCAPING AND SCREENING

WHEREAS, in order to promote, protect, and preserve the character of the municipality it is necessary to revise the requirements for landscaping and screening in the City;

WHEREAS, the Planning and Zoning Commission initiated Application #ZA-18-006 following a public hearing held on October 8, 2018 and has recommended approval of this ordinance; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Section 1191 of the Codified Ordinance of the City of Canal Winchester is hereby amended to read as follows:

CHAPTER 1191 Landscaping and Screening

1191.01	Purpose
1191.02	Preservation of Trees and Wooded Areas
1191.03	Tree Replacement
1191.04	Landscape Standards
1191.05	Development Standards
1191.06	Off-Street Parking Standards
1191.07	Signage
1191.08	Screening of Service Courts and Loading Dock Areas
1191.09	Submittal Requirements
1191.10	Installation and Maintenance
1191.11	Tree Removal Permits
1191.12	Public Spaces

CROSS REFERENCES

Administration, Enforcement and Penalty - see P. & Z. Chapter 1135
Off-Street Parking - see P. & Z. Chapter 1185
Signage - see P. & Z. Chapter 1189

1191.01 PURPOSE.

The purpose and intent of this chapter is the preservation and promotion of tree canopy coverage and landscaping as a suitable and necessary aspect of land development, as a component of Municipal development character, as an important beneficial element of the microclimate through the provision of shade and as buffers, and to promote the public health, safety and general welfare. It is further the purpose of this chapter to promote the preservation and, when necessary, replacement of major trees removed in the course of land development, to promote the proper utilization of landscaping as a buffer between certain land uses to minimize conflicts, and to protect, preserve and promote the character of the Municipality.

(a) *"Caliper"* the caliper of a tree shall be measured at six (6) inches above grade. For this chapter the term "caliper" only applies to new trees.

(b) *"Diameter Breast Height (dbh)"* the dbh of a tree shall be measured at four and one half (4 1/2 feet) above ground level. For this chapter the term "diameter breast height (dbh)" only applies to existing trees.

(c) *"Major Tree"* For the purposes of this section, a major tree is defined by having diameter breast

height of six (6) inches or greater.

(d) “*Woodlands*” For the purposes of this section, a Woodland is an area of trees and unique site characteristic that have been determined by the City of Canal Winchester and identified on the Canal Winchester Woodland Map.

1191.02 PRESERVATION OF TREES AND WOODED AREAS.

(a) All major trees shall be preserved unless exempted, as follows: The Urban Forester may approve the cutting down, removal or destruction of a major tree when the tree interferes with the proper development of a lot, provided that the lot is in the subject of application for approval of a zoning certificate, a site plan, a development plan, a variance, or a conditional use permit and one of the following applies:

(1) The tree will be located within a public right-of-way or easement.

(2) The tree is located within the area to be covered by proposed structures or within twelve feet from the perimeter of structures, and the proposed structures cannot be located in a manner to avoid removal of the tree at the same time permitting desirable and logical development of the lot.

(3) The tree will be located within a proposed driveway designed to service a single family home.

(4) The tree is damaged, diseased or a safety hazard.

(5) The tree is an undesirable species in its present location.

(6) Established single family lots shall be exempt from this section, however; new subdivision development of single family lots shall not be exempt.

(b) When preparing and reviewing subdivision plans and landscape plans, good faith effort shall be made to preserve natural vegetation areas. Streets, lots, structures and parking areas shall be laid out to avoid the unnecessary destruction of wooded areas or outstanding tree specimens. Developers of land are encouraged to designate wooded areas as park reserves.

1191.03 TREE REPLACEMENT.

(a) Major Tree Replacement. During the course of development of a single lot or a subdivision, including Woodlands, the developer or owner shall be required to replace major trees removed pursuant to Section 1191.02 in accordance with the following schedule with trees having a trunk diameter of at least six (6) inches dbh.

Major Tree Replacement Schedule	
Trunk Diameter dbh	Replacement Schedule
Six (6) inches up to twelve (12) inches	One-for-one
Twelve (12) inches up to eighteen (18) inches	Two-for-one
Eighteen (18) inches up to twenty four (24) inches	Three-for-one
Twenty four (24) inches and greater	Four-for-one

(1) Replacements for major trees shall have a trunk diameter at planting of at least two and one-half (2.5) inches caliper.

(2) The requirement for major tree replacement shall be considered as being in addition to any other landscaping required by Section(s) 1191.02 through 1191.05.

(b) Replacement Schedule for Woodlands. In addition to the provisions in Section 1191.03(a), the developer or owner of a woodland, as identified on the Canal Winchester Woodland Map shall, during the course of development, be required to retain a minimum of forty percent (40%) of the woodland.

(c) Where it is impractical or not feasible to replace all of the trees on the affected lot or within the affected subdivision, staff may approve one, or any combination of the following alternatives as a means of meeting the tree replacement requirements:

- (1) Replace as many trees as is practical on the affected lot;
- (2) Replace as many trees as is practical within this affected subdivision phase;
- (3) Replace as many trees as is practical within the affected subdivision;
- (4) For those trees that cannot be replaced through steps one through three above, the developer shall be required to replace the trees elsewhere in the City, or
- (5) Pay a fee as determined by the Canal Winchester Fee Schedule to support the City's effort to replace the trees on public land in the City;
- (6) Use larger caliper replacement trees to achieve a planting of equal or greater value with fewer numbers.

1191.04 LANDSCAPE STANDARDS.

Proposed landscape materials should complement existing vegetation, all architectural features and general layout, and should be comprised of viable plant material. Landscaping design and materials shall consist of the following:

(a) Plants. All plant materials shall be living plants that conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State regulations. Artificial plants are prohibited in all landscaped areas in the Municipality required as per this chapter.

(1) The Urban Forest Tree and Plants list for Canal Winchester shall be referenced for approved tree species in new landscape plans.

(b) Deciduous Trees. Deciduous trees shall be species having an average mature crown spread of greater than fifteen (15) feet in Central Ohio and having trunk(s) which can be maintained with over five (5) feet of clear wood in areas which have visibility requirements, except at vehicular use area intersections where eight (8) foot clear wood requirements will control. Trees having an average mature spread of crown less than fifteen (15) feet may be substituted by grouping of the same so as to create the equivalent of a fifteen (15) foot crown spread. Deciduous trees shall be a minimum of five (5) feet in height with a minimum caliper of one and three-fourth (1 ¾) inches at planting. The deciduous trees recommended as appropriate for Municipal environment and encouraged for use in meeting the requirements of this chapter are found in the recommended street tree list maintained by the Urban Forester.

(c) Evergreen Trees. Evergreen trees shall be a minimum of five (5) feet in height at planting.

(d) Shrubs and Hedges. Shrubs and hedges shall be at least two (2) feet in average height when planted.

(e) Earth Mounds. Earth mounds shall be physical barriers, which when planted block or screen the view just as a hedge or low wall would. Mounds shall be constructed of clean fill, top soil and similar materials, and shall be designed with proper plant material to prevent erosion and facilitate drainage. Earth mounds shall not exceed four (4) feet in height and shall be planted completely by plant material, which may include mulching limited to the immediate base of plantings, of which no greater than fifty (50) percent shall be turf.

(f) Screening Materials. Screening may consist of walls, fences, natural vegetation or a combination thereof acceptable to the Planning and Zoning Commission and with an opacity of no less than seventy-five (75) percent, except where superseded under Section 1191.02(f). Only masonry and brick walls or solid wood privacy fencing is permitted for built screening. Such screening shall be between four (4) and six (6) feet in height and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than four (4) feet in height.

(g) Monoculture. Monoculture, or the extensive use of a single species of trees, shall be limited in order to minimize the potential for disease or pests to strike a particular species resulting in significant same-species loss. The following limits shall apply:

Maximum Use of Same Genus	
Number of Trees on Site	Maximum % of Same Genus
10-19	50%
20-39	33%
40-59	25%
Over 60	15%

1191.05 DEVELOPMENT STANDARDS.

(a) Non-Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All non-residential uses shall provide thirty (30) square feet of landscaped area for every one thousand (1,000) square feet of building ground coverage area, or fraction thereof. All areas of a lot not covered by buildings, structures, paving, or the landscaping required herein shall be covered by natural turf at a minimum.

(2) All commercial structures, and all industrial warehouse structures, shall be required to plant the required minimum landscaping listed below:

Minimum Tree Planting Required per Building Size	
Square Foot of Building	Number of Trees per Square Foot
Up to 30,000 sq. ft.	One Tree per 1,000 sq. ft.
30,001 sq. ft. to 60,000 sq. ft.	One Tree per 2,000 sq. ft.
60,001 sq. ft. to 90,000 sq. ft.	One Tree per 4,000 sq. ft.
90,001 sq. ft. and greater	One Tree per 8,000 sq. ft.

(A) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(B) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on public land in the City.

(3) All office uses, institutional uses, convalescent and nursing homes and child daycare facilities, shall be required to plant the required minimum landscaping listed below:

Minimum Tree Planting Required per Building Size	
Square Foot of Building	Number of Trees per Square Foot
Up to 30,000 sq. ft.	One Tree per 1,000 sq. ft.
30,001 sq. ft. to 60,000 sq. ft.	One Tree per 1,500 sq. ft.
60,001 sq. ft. and greater	One Tree per 2,000 sq. ft.

(A) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(B) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on public land in the City.

(b) Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All residences and residential land uses, per dwelling unit, there shall be a minimum of one (1) tree planted for every five hundred (500) square feet or fraction hereof of building ground coverage.

(2) Multi-Family Perimeter Treatment. For all multi-family residential uses a fifteen (15) foot landscaped perimeter shall be provided where such development is adjacent to or abuts a residential zoning district or public right-of-way, excluding on-site access drives. Such landscaping shall include a combination of

trees, shrubs, hedges, earth mounds, and other natural features. No more than eighty (80) percent of natural landscaping material shall consist of turf.

(A) Screening Between Multi-Family Developments and Non-Residential Zoned Property. Screening shall consist of walls, fences, or natural vegetation in combination with a minimum four (4) foot mounding, said screening shall have an opacity of no less than fifty (50) percent, except where superseded under Section 1191.02 (f). Screening between multi-family residential and non-residential developments shall be reviewed for approval by the Planning and Zoning Commission. Only masonry and brick walls or solid wood privacy fencing is permitted for built screening, shall be maintained in good condition, and comply with Section 1181.07. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than two (2) feet in height or evergreen trees at no more than thirty (30) feet spacing at five (5) feet in height at the time of planting. A minimum of one evergreen tree and four evergreen or deciduous shrubs per 1,000 sq. ft. of landscaped area for areas in all combinations of screening materials will be planted.

(B) The opacity of fifty (50) percent will take into consideration existing vegetation to be preserved and shall contain at least the minimum evergreen trees and shrubs. The minimum tree shall be five (5) feet in height with a minimum caliper of 1 ¾ inches at the time of planting. The minimum shrub shall be two (2) feet in height at the time of planting.

(c) Existing Trees. Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical as determined by the City. Existing trees may be credited towards minimum tree planning requirements as follows:

(1) Existing trees, which are preserved, may be credited toward the tree planting requirements of this Section according to the Credit for Existing Trees Table. Tree credits shall be given as long as all other provisions and the intent of this Code is met. Fractional caliper measurements shall be attributed to the next lowest category.

Credit for Existing Trees – in aggregate inches	
DBH	Number of Tree Credits
20+ total inches	4 Trees
13 - 19 total inches	3 Trees
8 - 12 total inches	2 Trees
2 - 7 total inches	1 Tree

(2) No credit shall be given for existing preserved trees that are:

- (A) Not located on the actual development site;
- (B) Not properly protected from damage during the construction process;
- (C) Prohibited Species in the Urban Forester Street Tree List;
- (D) Dead, dying, diseased, or infested with harmful insects.

(3) No new tree planting shall be required if existing trees to remain on site after development, and the aggregate trunk sizes of such trees, meet or exceed the requirements set forth above.

(d) Any combination of existing and new trees may be used to meet the requirements of this section.

1191.06 OFF-STREET PARKING STANDARDS

(a) Off-Street Parking Areas. Off-street parking areas for more than five (5) vehicles shall be effectively screened on each side which abuts a residential zoning district or public right-of- way by a masonry wall or solid wood fence. Such wall or fence shall be no higher than four (4) feet and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of a strip of land not less than fifteen (15) feet in width planted with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height. This subsection shall apply to bed and breakfast inns regardless of the size of off-street parking area.

(1) All off-street parking areas shall provide one (1) tree of no less than two (2) inches caliper, for every six (6) parking spaces, unless specified below. A minimum of fifty percent (50%) of the off-street parking trees shall be planted in parking lot islands. The remainder must be planted within ten (10) feet of the perimeter of the parking lot.

(A) Parking Lot Islands. Each landscaped tree island in a single loaded parking stall design shall have a minimum area of one hundred and sixty two (162) square feet with a minimum width of nine (9) feet. Each landscaped tree island located in a double loaded parking stall shall have a minimum area of three hundred twenty-four (324) square feet, with a minimum width of nine (9) feet.

(B) Exemptions. Parking lots with landscape tree islands that provide a minimum area of 1,200 cubic feet to accommodate a large species shade tree shall be credited on a two-to-one ratio on the off-street tree planting requirements. The minimum dimensions for planting areas shall be nine (9) feet on one side.

(2) All parking lot islands and peninsulas shall be designed to provide a minimum of three (3) feet in depth, for soil in a friable condition for healthy tree and plant growth.

(3) All trees shall be balled and burlapped or containerized/potted when planted. The top eighteen (18) inches of the burlap bag and cage shall be removed when planting.

(4) All trees shall be maintained in a healthy condition.

1191.07 SIGNAGE

(a) Signage. A landscaped area totaling a minimum of fifty (50) square feet shall be provided centered on the base of all freestanding signs and should be comprised of a variety of natural materials, such as turf, ground cover, shrubs, and hedges. No more than fifty (50) percent of natural landscaping material shall consist of turf. Low maintenance plant materials should be utilized. A sketch plan drawn to scale and indicating plant material by type (Latin/Botanical names) and quantity shall be provided with the application for a Sign Permit.

1191.08 SCREENING OF SERVICE COURTS AND LOADING DOCK AREAS.

(a) Screening of Service Courts and Loading Dock Areas. All areas used for service, loading and unloading activities shall be screened along the entire lot line if adjacent to or abutting a residential zoning district or public right-of-way. The following requirements shall apply:

(1) Screening of Trash Container Receptacles. For all non-single family residential uses requiring trash container receptacles, such as dumpsters, all such containers or receptacles shall be enclosed on all sides by walls or fences with an opacity of one hundred (100) percent and a minimum height of six (6) feet. Such containers or receptacles when located adjacent to or abutting a residential zoning district shall in addition be landscaped on all sides visible from such districts by shrubs and hedges with an opacity of seventy-five (75) percent. Trash containers and receptacles shall be located behind the building line and shall be located to the rear of non-residential uses. Trash containers and receptacles shall conform to side and rear yard setback requirements and for non-residential uses adjacent to a residential zoning district, such containers and receptacles shall be located no closer than twenty-five (25) feet to any property line.

1191.09 SUBMITTAL REQUIREMENTS.

(a) Procedure. Landscaping plans shall be submitted to the Planning and Zoning Administrator whenever an application is filed for a non-single family residential use as a part of a request for a Certificate of Zoning Compliance, zoning map amendment, conditional use permit, and in conjunction with the submittal requirements for Planned Districts.

(b) Plan Contents. The landscaping plan shall be prepared by a licensed design professional or landscape architect and shall include the following information:

(1) Plot plan drawn to scale indicating property lines, easements, proposed improvements, natural features, drainage, adjacent uses and structures, and proposed landscaping which shall include botanical and common names, dbh of deciduous trees, installation size, on-center planting dimensions where applicable, and a summary of all landscaping materials used on-site, new and existing, by type, common name, and quantity.

(2) In the case where trees are to be removed as part of any site development, the plot plan shall, in addition to items included in (1) above, also specifically indicate any trees to be removed and include botanical and common names and location of any major trees and any significant trees, as determined by a site visit.

(3) Title block with the pertinent names and addresses of property owner, applicant, design professional or landscape architect including the architect's seal, scale, date, north arrow, address of the subject property, and name of the subdivision (if applicable).

(c) Criteria for Review. The submitted landscaping plan shall be reviewed to determine if proposed improvements comply with the requirements and standards of this Chapter and commonly accepted landscaping and design standards. The Planning and Zoning Commission and/or Planning and Zoning Administrator may call upon professional services from either the public or private sectors to provide an evaluation relative to any submitted landscaping plan.

1191.10 INSTALLATION AND MAINTENANCE.

(a) Installation. Landscaping plans and the improvements identified therein meeting the requirements of this Chapter shall be completely installed no later than six (6) months subsequent to the date of issuance of a Temporary Certificate of Use and Occupancy. A single three (3) month extension may be granted by the Planning and Zoning Administrator upon request of the Applicant upon demonstration that such extension is warranted because of adverse weather conditions or unavailability of approved landscaping material. All landscaping material shall be installed in a sound, professional manner and according to accepted landscaping and planting procedures.

(b) Maintenance. All landscaping material shall be maintained in proper and healthful condition. Property owners shall maintain landscaped areas in a proper, neat and orderly appearance, and free from refuse and debris. Upon issuance of a citation, corrective action shall be completed within sixty (60) days unless the Planning and Zoning Administrator determines that weather constraints require one additional sixty (60) day period. Failure to meet the requirements of this section shall constitute violation of this Zoning Code and enforcement and penalty requirements of Chapter 1135 shall apply.

(c) Dead or Diseased Trees. It shall be unlawful for any property owner to maintain or permit to stand on his or her property, dead, diseased, or damaged trees, shrubs, evergreens or other plants which are deemed by the Municipality to be a menace to the public peace, health, and safety.

1191.11 TREE REMOVAL PERMITS.

(a) No person shall do any of the following without first having obtained a tree removal permit:

(1) Remove, damage, or destroy any tree or similar woody vegetation of any dbh in a woodland.

(2) Remove, damage, or destroy any tree or similar woody vegetation of six inch (6") dbh or greater which is not located in a woodland.

(3) Conduct any tree clearing activities.

(b) Exceptions.

(1) The removal or trimming of any trees by or on behalf of a resident owner of a one-family dwelling unit, one-family cluster-housing unit, site condominium unit, or residential condominium unit from an area under the owner's exclusive control. This exception shall not apply to removal of trees from common areas.

(2) Upon prior approval by the Urban Forester, the removal of or trimming of trees necessitated by the installation, repair or maintenance work performed in a public utility easement or approved private easement for public utilities.

(3) The removal or trimming of trees if performed by or on behalf of Canal Winchester,

Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies, or a public utility company in a public right-of-way, upon public property, or upon a private easement for public utilities in connection with a publicly awarded construction project, the installation of public streets or public sidewalks, or installation of public utilities within a private or public easement established for such purpose.

(4) The trimming and pruning of trees as part of normal maintenance of landscaping or orchards, if performed in accordance with accepted forestry or agricultural standards and techniques.

(5) The removal or trimming of dead, diseased or damaged trees if performed by or on behalf of Canal Winchester, Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies in a public right-of-way or upon public property if done to prevent injury or damage to persons or property.

(6) The removal or trimming of dead, diseased or damaged trees provided that the damage resulted from an accident or non-human cause, and provided further that the removal or trimming is accomplished through the use of standard forestry practices and techniques.

(7) The removal or transplanting of trees during the operation of a commercial nursery or tree farm or practicing sustained-yield forestry (land stays a productive forest).

(8) Actions made necessary by an emergency, such as a tornado, windstorm, flood, freeze, dangerous and infectious insect infestation or disease or other disaster, in order to prevent injury or damage to persons or property or restore order.

(d) Content of Application.

(1) Required Information. An applicant for a tree removal permit for a parcel of one (1) acre or more, if required by Section 1191.11, shall submit the following materials to the Municipality:

(A) A completed tree removal permit application on a form prescribed by Planning and Zoning Administrator, which such application shall include the following information:

i. The name, address and telephone number of the applicant and/or the applicant's agent.

ii. The name, address and telephone number of the owner of the property.

iii. The project location, including as applicable, the address, the street, road, or highway, section number, lot or unit number, and the name of the subdivision or development.

iv. A detailed description and statement of the activity to be undertaken.

(B) A tree removal permit application fee in the amount as established by the adopted fee schedule.

(C) If the applicant is not the owner of the property, a written authorization from the owner allowing the proposed activity.

(D) Five (5) copies of a tree survey prepared by a certified arborist and a plan for proposed tree removal containing all of the following information:

i. The shape and dimensions of the property, and the location of any existing and proposed structure or improvement.

ii. The location of all existing trees of six inch (6") or greater dbh, identified by common and botanical name. Trees proposed to remain, to be transplanted, or to be removed shall be designated. A cluster of trees may be designated as a "stand" of trees, and predominant species, estimated

number, and average size shall be indicated. Clusters of trees located within an approved open space which is to be preserved may be designated as an "open space stand" and identified in the same manner as a "stand" without individual identification and location.

iii. A description of tree species, size, density, health and vigor.

iv. The location and dimension of all setbacks required by existing zoning requirements.

v. A statement that all retained trees will be identified by a method, such as painting or flagging. If protective barriers are deemed necessary by Canal Winchester, the statement shall include a description of how the retained trees are to be protected, with an acknowledgment that the barriers must be in place before operations commence.

vi. A general grading plan prepared by a registered engineer or land surveyor showing the anticipated drainage patterns, including the location of any areas where cut and fill operations are likely to occur, to enable Canal Winchester to determine the impact of the proposal on the viability of the existing trees.

(e) Application Review Procedures.

(1) Procedure. Canal Winchester shall review the submitted application for a tree removal permit required by Section 1191.11 to determine that all required information has been provided. At the request of the applicant or the Municipality, an administrative review meeting may be held to review the request in light of the purpose and the review standards of Section 1191.11. A field inspection of the site may be conducted by the Urban Forester and/or his or her designee. Where the site proposed for development requires review or approval by the Planning and Zoning Commission of the subdivision layout, qualification for one-family cluster, or special land use approval, the Planning and Zoning Commission shall be responsible for approval or denial of the request for a tree removal permit (subject to affirmance, reversal or modification by the Council of Canal Winchester with respect to tentative preliminary plat approval, or any other approval for which Council has final authority). In all other instances, the review of tree removal permit requests shall be the responsibility of the Urban Forester or his or her designee. All decisions shall be made in accordance with the review standards of Section 1191.11.

(2) Denial. If an application for a tree removal permit is denied, the permit applicant shall be notified in writing of the reasons for denial by the Urban Forester.

(3) Approval; Conditions; Performance Requirements. If an application for a tree removal permit is granted, the reviewing authority may do any or all of the following:

(A) Attach to the granting of the permit reasonable conditions considered necessary by the reviewing authority to ensure the intent of Section 1191.11 is fulfilled and to minimize damage to, encroachment in, or interference with natural resources and processes within wooded areas.

(B) Set a reasonable time frame within which to complete tree removal operations.

(C) Require a permit holder to deposit a performance bond, or other acceptable security, equal to 100% of the cost of the improvements to ensure compliance with the terms of Section 1191.11, including the planting of any required replacement trees. Once the trees designated to be removed have been removed and any required replacement trees have been planted and inspected, the Municipality shall release the bond or security. If the permit holder has provided a bond or other performance guarantee to the Municipality under any other ordinance or regulation, and such bond or guarantee is deemed adequate by the Municipality to ensure compliance with Section 1191.11, no additional performance guarantee shall be required under this Section.

(f) Term of Permit.

(1) Any and all tree removal permits issued by the Municipality to a developer shall expire (unless extended) at the same time as the contemporaneous approval granted by the Municipality for the

development, if any (e.g. preliminary plan, preliminary site plan, special land use, site plan approval, etc.).

(2) Any and all tree removal permits issued by the Municipality to any person for an activity regulated under Section 1191.11 for which a contemporaneous approval of the development is not required (e.g. removal of trees by a builder in connection with construction of a residence upon a lot or parcel) shall expire one year from the date of issuance.

(3) Any activity regulated under Section 1191.11 which is to be commenced after expiration of a tree removal permit shall require a new application, additional fees, and new review and approval.

(g) Protection of Trees and Woodlands during Construction; Display of Permit.

(1) No individual shall conduct any activity within ten (10) feet of the drip line of any tree designated to remain, including but not limited to placing solvents, building material, construction equipment, or soil deposits within the drip line.

(2) During construction, no individual shall attach a device or wire to any remaining tree, except to cordon off protected areas.

(3) Before development, land clearing, filling, or any property alteration for which a tree removal permit is required, the developer or builder shall erect and maintain suitable barriers such as snow fencing, cyclone fencing, etc., to protect remaining trees. Wood, metal, or other substantial material shall be utilized in the construction of barriers. Protective barriers shall remain in place until the Urban Forester, or his or her designee, authorizes their removal. Barriers are required for all trees designated to remain, except in the following cases:

A. Street right-of-way and utility easement may be cordoned by placing stakes a minimum of twenty-five (25) feet apart and tying ribbon, plastic tape, or other brightly visible materials at least two and one-half (2 ½) feet above the ground from stake to stake along the outside perimeters of areas to be cleared.

B. Large property areas separate from the construction or land clearing area onto which no equipment will venture shall be cordoned off.

(4) The permit holder shall conspicuously display the tree removal permit on-site. The permit shall be displayed continuously while trees are being removed or while activities authorized under the permit are performed, and for ten (10) days following completion of those activities. The permit holder shall allow the Urban Forester to enter and inspect the premises during reasonable business hours. Failure to allow an inspection is a violation of Section 1191.11.

(h) Enforcement and Administration. To ensure enforcement of Section 1191.11 and the approved plan for tree removal, various inspections will be performed at the site by the Urban Forester. The applicant will be responsible for all inspection fees in accordance with the Inspection Fees set and established by Resolution of the Council.

(i) Penalties and Remedies.

(1) In addition to the penalties as set forth in Section 1135.12, any person who violates any provision of Section 1191.11 shall forfeit and pay a civil penalty equal to the total value of those trees illegally removed or damaged, as computed from the International Society of Arboriculture shade tree value formula. Such sum shall accrue to the Municipality and may be recovered in a civil action brought by the Municipality. Such sum so collected shall be placed into the Street Tree Fund. Replacement of illegally removed trees may be required as restoration in lieu of money. This replacement will be computed on an inch-for-inch ratio based on the total diameter measured at dbh in inches of the illegally removed trees. If, because of destruction of the removed trees, exact inch-for-inch measurements cannot be obtained, the Municipality may use other means to estimate the tree loss. A combination of money and tree replacement may be required.

(2) Any person authorized or designated by the Planning and Zoning Administrator to enforce or administer Section 1191.11 may issue a stop work order to any person conducting any operation in violation

of Section 1191.11, including but not limited to failing to conspicuously display the tree removal permit upon the site. The written stop work order shall be posted upon the premises. A person shall not continue, or cause or allow to be continued, any operation in violation of such an order, except as authorized by the enforcing agency to abate a dangerous condition or remove the violation.

(3) If a stop work order is not obeyed, the enforcing agency or person may apply to a court of competent jurisdiction for any order enjoining the violation of the order. This remedy is in addition to, and not in limitation of, any other remedy provided by law or ordinance, and does not prevent criminal prosecution for failure to obey the order.

(4) Any person aggrieved by a stop work order may request review by the Planning and Zoning Administrator or his or her designee of the stop work order within one (1) working day of its issuance. The Planning and Zoning Administrator or his or her designee shall then determine whether the stop work order was properly issued due to operations being conducted in violation of the terms of Section 1191.11. The Planning and Zoning Administrator or his or her designee may lift the stop work order if the operations are determined to be in compliance with Section 1191.11.

(5) Any use or activity in violation of the terms of Section 1191.11 is hereby declared to be a nuisance per se, and may be abated by order of any court of competent jurisdiction. In addition to other remedies, the Municipality may institute any appropriate action or proceeding to prevent, abate, or restrain the violation. All costs, fees and expenses in connection with such action, including attorney fees incurred by the Municipality, shall be assessed against the violator.

1191.12 PUBLIC SPACES.

Within the public right-of-way and on public properties, no person or entity other than the Municipality shall plant a tree, shrub, evergreen, woody shrub or other obstruction on public property without the written consent of the City of Canal Winchester. The enforcement and penalty provisions of Chapter 1135 shall apply to this section.

(a) Tree Topping. No person shall, as a normal practice, top any tree within the public right-of-way. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy or disfigure the tree. With an immature tree, removing more than twenty-five percent (25%) of the canopy will be considered topping.

(b) Height of Limbs Over Sidewalks and Streets. Tree limbs extending over a sidewalk shall be trimmed to such an extent that no portion of the same shall be less than ten (10) feet above the sidewalks. Tree limbs extending over streets shall be trimmed to such an extent that no portion of the same shall interfere with the normal flow of traffic.

(c) Municipal Rights. The Municipality shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the rights-of-way of all streets, alleys, avenues, lanes and other public grounds as may be necessary to ensure public safety or to preserve or enhance the environmental quality and beauty of such public grounds. The Planning and Zoning Administrator may cause or order to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature poses a threat to the interruption of service to sewers, electric power lines, gas lines, water lines or other public improvements.

(d) Reducing Tree Lawn. No person shall by any type of construction reduce the size of a tree lawn without first securing permission from the Planning and Zoning Administrator.

(e) Utility Companies. Utility companies shall provide written evidence to the Planning and Zoning Administrator, of adherence to established guidelines (as recommended by the National Arborists Association) for line clearance work. These guidelines shall cover the following areas:

- (1) Tree trimming/pruning.
- (2) Tree removal.
- (3) Brushing.

(4) Right-of-way clearance for new transmission conductors on private rights-of-way.

(5) Chemical brush control and appropriate precautions.

(f) Removal, Replanting and Replacement in Public Places.

(1) Wherever it is necessary to remove a tree(s) or shrub(s) from any Municipally owned property, in connection with the paving of a sidewalk, or the paving or widening of a portion of a street, alley, or highway used for vehicular traffic, or any other reason, the Urban Forester must be contacted. At that time, the Urban Forester will determine if replacement of the trees and/or shrubs is feasible.

(g) Public Tree Care.

(1) The Urban Forester or its consultants shall notify the Street Tree Advisory Board those locations at which it deems the removal of street trees is necessary. The Urban Forester will notify the adjacent property owner(s) of the Municipality's intentions to remove the tree(s).

(2) The Municipality shall have the right to enter private property to gain access to trees adjacent to public areas for the purpose of proper pruning, after reasonable prior notice has been given to the property owner. To ensure that street trees thrive, homeowners are encouraged to confer with the Urban Forester, and water and mulch the trees as needed.

(3) No person or contractor, unless working on behalf of the municipality, shall attach any rope, wire, nails, advertising poster, decoration, decorative lighting, or other contrivance to any tree on Municipally owned property. No person shall permit any fire to burn where such fire or heat there from, or heat from any source will injure any portion of any tree on Municipally owned property. No person or contractor, unless working on behalf of the municipality, shall use herbicides or other chemicals on any trees, shrubs or evergreens locate on Municipally owned property.

(4) No person shall hinder, prevent, or interfere with the agents or employees of the Municipality while the agents or employees are engaged in planting, maintaining, or removing any tree, shrub, evergreen, or other plant material on Municipally owned property.

(5) No person shall excavate any ditch, tunnel, trench, or lay any drive within ten (10) feet from the drip line of any tree, shrub, evergreen, or other plant material standing on any Municipally owned property.

(6) It shall be unlawful for any person or contractor, unless working on behalf of the municipality, to break, deface, injure, mutilate, kill, or destroy any tree, shrub, or evergreen on any Municipally owned property.

(h) Removal of Stumps. All stumps of street trees shall be removed twelve (12) inches below the surface of the ground. Stumps shall be removed or shall be ground at the site. All residual material shall be removed from the site at the time the tree is removed and the site shall be restored as approved by the Urban Forester.

(i) Arborist License and Bond. It shall be unlawful for any person or contractor working on behalf of the municipality, to act as an arborist in the business or occupation of planting, pruning, treating, or removing street trees within the Municipality without providing documentation as a certified arborist or as the authorized representative of a certified arborist. Each applicant shall file evidence of possession of liability insurance in the minimum amount of \$1,000,000 indemnifying the Municipality or any person injured or damaged resulting from the pursuit of such endeavors as herein described.

(j) Appeal Procedures. Any person aggrieved by a decision of the Planning and Zoning Administrator may appeal the decision to the Planning and Zoning Commission as prescribed in Section 1137.06 (c).

(k) Tree Fund.

(1) Upon the issuance of a building permit for the construction of a building or structure in any

zoning district, the owner of said building or structure shall pay the sum as determined by the Canal Winchester Fee Schedule, a set fee per one lineal foot of frontage at the right-of-way to the Municipality's Street Tree Fund. This measurement shall include the side yard frontage on corner lots. The Street Tree Fund shall be used for the purpose of implementing the Street Tree Program, whose goal is to provide uniform street tree plantings and maintenance along public roadways within the Municipality.

(2) Payment to the Street Tree Fund shall be upon the issuance of a building permit. Such fee shall be waived if the fee was paid at the time of the original construction of the building or structure or if the buildings are part of a development project where landscaping at the interior streets is part of the overall development plan approved by the Planning and Zoning Commission. In such cases, the fee charged shall be only for the areas that are part of the development that front on existing streets and/or roads.

(3) All alterations or additions to buildings or structures on properties in the "Downtown" area shall only be charged one-third (1/3) of the street tree fee per lineal foot of frontage to be applied for street tree maintenance within the municipality.

(m) Donations. The Finance Director is hereby authorized to accept, on behalf of the Municipality, all gifts, money or other things or items of value for the purpose of planting, maintaining, removing, protecting, utilizing and promoting shade trees in accordance with the decision and approval of the STAB. However, a gift given expressly for a specific purpose shall, before the Municipality is deemed to have accepted it, be accepted by motion and vote of Council. If such motion to accept is rejected by Council, such gift, if already delivered to the Municipality, shall be returned to the donor and not accepted.

SECTION 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

ORDINANCE NO. 18-050

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Quality Control Inspection, Inc., herein attached as Exhibit A, to provide construction inspection for private and public capital projects in the City for the Period from January 1, 2019 through December 31, 2019.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

Agreement



Contract No.: 110-19-04
Expiration: 12-31-19
Client: City of Canal Winchester
Service: General Project Representation/
Contract Administration

This Agreement made this ____ day of _____, 201__ by and between Quality Control Inspection, Inc ("QCI") and the City of Canal Winchester ("OWNER").

WITNESSETH:

WHEREAS, QCI is in the business of providing consulting services relating to construction inspection

WHEREAS, the OWNER is desirous of engaging QCI to retain consulting services relating to construction inspection and contract administration as more fully set forth below; and

WHEREAS, on _____, 201__ the _____ authorized the hiring of QCI by Resolution # _____; and

WHEREAS, QCI and OWNER have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the OWNER hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), and Contract Administrators ("CA") for use by the OWNER and at the direction of the OWNER's engineer ("ENGINEER") to inspect and consult on work being performed by Contractors hired, or authorized to perform work, by the OWNER.

1. RPR Classifications:

- a.) Class I RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more typical nature, *i.e.*: Roadway and underground utility construction, new development projects or other types of projects mutually agreed upon by the OWNER and QCI to be of typical nature.
- b.) Class II RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more specialized nature, *i.e.*: wastewater treatment plants, water plants, water towers, bridges, non-hazard landfills, building construction or other types of work mutually agreed upon by the OWNER and QCI to be of a highly specialized nature.

2. Duties and Responsibilities:

- a.) Liaison: Serve as the ENGINEER's liaison with Contractor working principally through Contractors Superintendent and assist him/her in understanding the intent

of the Contract Documents.

b.) Review of work, Rejection of Defective Work, Inspection, and Tests:

- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (ii) Report to the ENGINEER and OWNER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (iii) Verify that tests are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER and OWNER appropriate details relative to the test procedures.
- (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER and OWNER.

c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the ENGINEER.

d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER and OWNER.

e.) Reports:

- (i) Furnish ENGINEER and OWNER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
- (ii) Consult with ENGINEER and OWNER in advance of scheduled major tests, inspections, or start of important phases of work.

f.) RPR:

- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials that do not conform to the Specifications and Contract.
- (ii) The RPR is authorized to reject non-specified materials.

g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER and OWNER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

- (i) Submit to Contractor a list of observed items requiring completion or correction.
 - (ii) Conduct final inspection in the presence of the ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - (iii) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER and OWNER concerning acceptance.
- i.) Additional Duties and Responsibilities: In addition to the duties and responsibilities as spelled out in Article 1 - Scope of Service, at the request of the ENGINEER, the CA shall act as a liaison Officer between the ENGINEER, and the RPR, and shall, under the ENGINEER's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the ENGINEER.
- j.) At the written request of OWNER, QCI shall provide an Ohio licensed engineer for the purpose of construction engineering (CE) consulting services as may be required from time-to-time by the OWNER.

ARTICLE II - LIMITATIONS

Except upon written instruction of the ENGINEER or OWNER, the RPR, CA or CE:

- 1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- 2. Shall not issue instructions contrary to the contract plans, specifications, or contract documents.
- 3. Shall not exceed limitations of the ENGINEERs authority as set forth in the Contract Documents.
- 4. Shall not undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's Superintendent, or expedite the work.
- 5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- 6. Shall not issue directions as to safety precautions and programs in connection with the work.
- 7. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

ARTICLE III - OWNER RESPONSIBILITY

- 1. The OWNER Designates Mr. William Sims as its Owner's Representative to coordinate the work of QCI. The Owner's Representative shall be the source of instruction to QCI and shall have the authority to interpret OWNER's policies and procedures as necessary to maintain QCI's work schedule. The Owner Representative shall have the right to

reasonably approve all personnel assigned by QCI.

2. OWNER shall provide QCI with any additional information including approved Final Subdivision Plans, Cut Sheets, Reports, OWNER Standard Construction Drawings and Specifications, Maps and Tax Maps insofar as the information is available or may be secured by the OWNER.
3. OWNER shall bear the cost of furnishing the information indicated above as a cost separate and apart from fees paid to QCI under the terms and conditions of this Agreement, except as may be otherwise noted.

ARTICLE IV - FEES

1. **Fee Schedule:**

- a.) The OWNER shall pay to QCI the fees as set forth in Exhibit "A" attached hereto,
- b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
- c.) QCI shall submit a monthly invoice to the OWNER, specifying the project name, total RPR hours worked, CA hours worked and any additional reimbursable expenses with prior approval from the OWNER.
- d.) Payment shall be made to Quality Control Inspection, Inc., 40 Tarbell Avenue, Bedford, Ohio 44146, or QCI's assigned financial agent within THIRTY (30) days of the dated invoice.
- e.) In the event the OWNER or QCI desires to terminate this Agreement, it may be terminated upon a SEVEN (7) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of notice and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.
- f.) This agreement shall become effective upon "Acceptance" and remain in effect through December 31, 2019 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE V - INDEMNIFICATION

1. **Indemnification and Hold Harmless:**

- a.) OWNER shall indemnify, defend, and hold QCI harmless from and against any and all liabilities, losses, claims, damages, suits, actions, judgments, costs, charges and other expenses of whatsoever nature or character arising out of or occasioned by injury or death to any person or persons, or damages to any property, or any other damages whatsoever, except as otherwise may be limited to this agreement, caused by reason of the performance of services hereunder as RPR/CA or otherwise for the OWNER, its servants, agents, employees, contractors, sub-contractors; provided, however, that QCI acted in good faith in a manner which, under the circumstances, a reasonable person might believe to be in or not opposed to the best interests of the OWNER. OWNER agrees not to assert as a defense to its indemnification obligations hereunder any immunity to which it may be entitled under Section 35, Article II of the Ohio Constitution or Sections 4123.74 and

4123.741 of the Ohio Revised Code. This indemnity obligation of OWNER shall not be applicable to the extent QCI is provided coverage under the insurance policy set forth in letter e.) below, or to the extent that this indemnity obligation is prohibited or limited by the laws of the State of Ohio.

- b.) In connection with the indemnification to be provided by the OWNER hereunder, the OWNER shall have the right to designate the attorney to represent QCI, and such attorney may be the Solicitor or Law Director of the OWNER.
- c.) In the event the OWNER shall incur expenses on behalf of QCI hereunder in connection with a claim or matter as to which QCI shall be adjudged to be liable for negligence or intentional misconduct or violation of civil rights, as provided above, QCI shall reimburse the OWNER for such expenses reasonably incurred by it.
- d.) With respect to any claim or matter as to which the OWNER shall undertake to indemnify QCI, no amount shall be paid in settlement thereof unless the OWNER has approved such payment.
- e.) QCI shall at all times maintain in force and effect professional liability insurance with a Limit of liability of not less than \$2,000,000.00 and in a form generally the same as its current coverage provided by Enenstan Insurance Company.
- f.) In the event the OWNER indemnifies QCI hereunder in connection with a claim or matter as to which QCI's insurance carrier has denied coverage under QCI's insurance policy, QCI shall, upon request of the OWNER, assign to the OWNER all of its rights against the insurance carrier arising by reason of such denial.
- g.) As used in this Section, the term "QCI" shall include: employees; agents and sub-consultants of QCI in connection with the performance of services hereunder.
- h.) Notwithstanding any of the foregoing provisions of this Section, this Section shall not apply to any claims that may be asserted by the OWNER against QCI in connection with his performance of services for the OWNER.

ARTICLE VI - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.

- a.) Information About QCI Employees. OWNER may work closely with employees of QCI performing services under this Agreement. Any information about such employees which becomes known to OWNER during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by OWNER in soliciting employees of QCI at any time. OWNER agrees to protect the confidentiality of such information, to the extent that these terms are permitted under public records law.
- b.) Solicitation of Employees Prohibited. During the term QCI is performing services for OWNER and from one (1) year following the cessation of such services, OWNER shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.

- c.) Injunctive Relief. OWNER agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.
- d.) liquidated Damages. OWNER agrees and acknowledges that the actual damages, which would result by any breach by it of this Agreement, are uncertain and would be extremely difficult to ascertain. OWNER therefore agrees to pay QCI a sum equal to thirty-five percent (35%) of the annual compensation previously paid by QCI to any employee(s) of QCI that leave(s), as a result of OWNER's breach of this Agreement, and any damages over and above this amount to which QCI may be entitled by law.

ARTICLE VII - COPYRIGHTS

OWNER acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System, which shall remain the sole property of QCI, and nothing herein shall be deemed to create any rights to OWNER in violation of the rights or interest of QCI or any third party. OWNER acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by OWNER of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach, without bond or other security being required.

ARTICLE VIII - GENERAL

1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.
2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
4. Amendments. During the term of this Agreement, OWNER and QCI may amend this Agreement provided; however, any such amendment must be in writing and signed by both OWNER and QCI.
5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.
6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of

any subsequent breach or violation.

7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

WITNESSES:

Mark D Pace
[print witness name]

BARBARA L KLIMCZYK
[print witness name]

[print witness name]

[print witness name]

QUALITY CONTROL INSPECTION, INC.

By: _____
Print Name: Rick Capone
Title: President

CITY OF CANAL WINCHESTER

By: _____
Print Name: Michael Ebert
Title: Mayor

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EXHIBIT "A"

1. Fee.

- a.) **Resident Project Representative - Class I** - \$52.50 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$78.75 per hour, per person for each extra hour worked.
- b.) **Resident Project Representative - Class II** - \$59.50 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$89.25 per hour, per person for each extra hour worked.
- c.) **Contract Administration** - \$82.50 per hour, per person.
- d.) **Construction Engineer** - \$86.00 per hour, per person.
- d.) **Mileage Reimbursement** – QCI shall be reimbursed the current IRS "Standard Mileage Rate" for mileage reimbursement for any required driving.
- e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
- f.) OWNER/Developer's Representative shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- g.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, drawings and specifications and similar project related items.
- i.) All QCI personnel shall have made available to them, when necessary, inspection equipment for all assignments as identified in exhibit "B".

EXHIBIT "B"

Tool Inventory List

Air Temperature Thermometer
Calculator
Hard Hat
Level (Torpedo)
Probe
Safety Vest
Spec. Book (City of Columbus & State of Ohio, D.O.T.)
Wheel (Measuring)

Asphalt Thermometer
Flashlight
Level (4'-0)
Pick
Ruler (6'-0 Folding)
Shovel
Columbus/ODOT Standard Drawings
Cellular Telephone & Digital Camera

ORDINANCE NO. 18-051

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH AMERICAN
STRUCTUREPOINT, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION
INSPECTION FOR THE PERIOD FROM JANUARY 13, 2019 THROUGH JANUARY 13, 2020**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an amendment to the agreement dated January 13, 2015 with American Structurepoint, Inc., a copy of which is attached as Exhibit A, to provide construction inspection for private and public capital projects in the City for the Period from January 13, 2019 through January 13, 2020.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

AMENDMENT NO. 3 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: January 13, 2015
- b. Owner: City of Canal Winchester
- c. Engineer: American Structurepoint, Inc.
- d. Project: Resident Project Representative Services

2. Nature of Amendment

X Modifications to Time(s) for rendering Services

3. Description of Modifications

The duration of services established in 9.01.B of the Agreement is extended for an additional 12 months, with a new expiration date of January 13, 2020.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 1, 2019.

OWNER:

City of Canal Winchester

By: _____

Title: _____

Date Signed: _____

ENGINEER:

American Structurepoint, Inc.

By: Julia A. Pithy

Title: ADMIN MANAGER

Date Signed: 12/13/2018

ORDINANCE NO. 19-001

AN ORDINANCE TO REPEAL ORDINANCE NO. 17-056 AND AMEND THE ADOPTED COMBINED DEVELOPMENT FEE SCHEDULE

WHEREAS, the adoption of Ordinance No. 44-08 combined the various development fees of the municipality under one ordinance. Ordinance No. 44-08 was amended by Ordinances 28-11, 44-12, 44-13, and Ordinance 17-056; and

WHEREAS, Ordinance 17-056 shall be repealed;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1.

This Combined Development Fee Schedule includes the following: Zoning, Building, Engineering Review, Construction Inspection and Bonding Requirements, and Right of Way.

SECTION 2. ZONING FEES

2.1	Conditional Use	\$250.00
2.2	Copy of Subdivision Regulations	\$35.00
2.3	Copy of Zoning Code	\$35.00
2.4	Demolition Permit	\$25.00
2.5	Floodplain Permit	\$75.00 plus municipal engineer fees
2.6	Moving a structure greater than 200 sq. ft. \$300,000.00	\$60.00; plus proof of liability insurance
2.7	Park Fee (residential development only)	\$1,000.00 per lot or dwelling unit
2.8	Planned District, Preliminary Plan:	
2.8.1	Less than 100 acres	\$750.00
2.8.2	100-500 acres	\$1,000.00
2.8.3	Greater than 500 acres	\$1,500.00
2.9	Planned District, Development Plan	\$0.10 per sq. ft. (maximum \$2,500.00)
2.10	Satellite Ground Station	\$25.00
2.11	School Facilities Fee - Land Dedication, or fair market value of the land per the following formulas:	
2.11.1	Single Family	0.03 acres per unit
2.11.2	Multi-Family (1 Bed)	0.01 acres per unit

2.11.3	Multi-Family (2 Bed)	0.015 acres per unit
2.11.4	Multi-Family (3 Bed)	0.03 acres per unit
2.12	Signs:	
2.12.1	Monument Sign	\$50.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$250.00
2.12.2	Wall Sign	\$25.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$250.00
2.12.3	Temporary Sign	\$25.00
2.13	Site Development Plan:	
2.13.1	Major	\$0.10 per sq. ft.; maximum fee of \$2,500.00 and minimum fee of \$500.00
2.13.2	Minor	\$100.00
2.14	Street Tree Fund:	
2.14.1	Downtown Area only (see Attachment 1)	\$3.00 per linear foot of public street frontage
2.14.2	All Other Areas	\$9.00 per lineal foot of public street frontage
2.15	Subdivision:	
2.15.1	Minor (Lot Split)	\$100.00
2.15.2	Preliminary Plan	\$250 plus \$10.00 per lot
2.15.3	Final Plat	\$200 plus \$10.00 per lot
2.16	Temporary Use/Special Event Permit	\$25.00 (Public entities shall be exempt from this fee)
2.17	Tree Removal	\$25.00
2.18	Landscape Tree Fee in-lieu of Planting	\$300.00
2.19	Variance:	
2.19.1	Administrative Variance	\$50.00
2.19.2	Residential Variance	\$200.00
2.19.3	Non-residential Variance	\$250.00
2.20	Zoning Amendment:	

2.20.1	Zoning Code (Text) Amendment	\$250.00
2.20.2	Zoning Map Amendment	\$250.00 for first acre Plus \$25.00 for each additional acre; maximum \$500.00
2.21	Zoning Permit (Certificate of Zoning Compliance)	\$25.00
2.22	Photocopying	\$0.05 per 8½ “ by 11” size page after the first 20 pages
2.23	Transcript of meeting minutes of any Council, Commission, Board, Committee etc.	\$10.00 per page

SECTION 3. BUILDING FEES.

3.1 Residential Plan Review

3.1.1 New Construction

A.	Single Family With or Without Attached Garage	\$300.00
B.	Single Family Addition, More Than 1 Room	\$200.00
C.	Twin Single With or Without Attached Garage (per unit)	\$300.00
D.	Multi-family & Townhouses (per unit)	\$300.00
F.	Resubmittal of plans for review	\$65.00

3.1.2 Accessory Structures – Permit & Inspection Fees

A.	201 sq. ft. to 400 sq. ft.	\$100.00
B.	Greater Than 400 sq. ft.	\$125.00
C.	Decks Greater Than 200 Sq. Ft. or Attached to the House	\$125.00

3.1.3 Remodeling

A.	One Family to Two Family Conversion	\$200.00
B.	Remodel – No Structural Change	\$50.00
C.	Remodel – Structural Change	\$100.00
D.	Resubmittal of plans for review	\$65.00

3.1.4 Residential Inspection Fees

A.	Footer	\$60.00
B.	Foundation	\$60.00
C.	House Slab	\$60.00
D.	Basement Slab	\$60.00
E.	Garage Slab	\$60.00
F.	Lower Level Slab	\$60.00
G.	Crawl Cap	\$60.00
H.	Framing	\$60.00
I.	Temporary Electric	\$60.00
J.	Underground Electric	\$60.00
K.	Rough Electric	\$60.00

L.	Electric Service	\$60.00
M.	Final Electric	\$60.00
N.	Rough HVAC	\$60.00
O.	Rough Insulation	\$60.00
P.	Final HVAC	\$60.00
Q.	Final Insulation	\$60.00
R.	Gas Pressure Test	\$60.00
S.	Radon	\$60.00
T.	Re-Inspection	\$60.00
U.	Thermal Ply Inspection	\$60.00
V.	Drywall Nail Pattern Inspection	\$60.00
W.	ADA Sidewalk Inspection	\$60.00
X.	Rough Roofing	\$60.00
Y.	Final Roofing	\$60.00

3.2 Non-Residential Plan Review

3.2.1	<u>Plan Review</u>	
	A. Structural	\$250.00
	B. Mechanical	\$250.00
	C. Electrical	\$250.00
	D. Fire Suppression	\$250.00
	E. Fire Detection	\$250.00
	F. Minor Alteration	\$0 - \$250.00
3.2.2	<u>Non-Residential Inspection Fees</u>	
	A. Structural	\$.1050 per sq. ft.
	B. Mechanical	\$0.065 per sq. ft.
	C. Electrical	\$0.065 per sq. ft.
	D. Fire Suppression	\$0.065 per sq. ft.
	E. Fire Detection	\$0.065 per sq. ft.
	F. Re-Inspection	\$60.00
	G. Special Inspection	\$60.00
	H. Minor Alteration – Based on Residential Inspection Fees (3.1.4)	
3.2.3	Old Town Area Under 5,000 sq. ft.	\$300.00 flat fee Plus Administrative Fee
3.2.4	Change of Use/Occupancy	\$75.00
3.3	Other Building Fees	
3.3.1	Certificates of Occupancy	
	A. Temporary Occupancy (Residential)	\$100.00
	B. Temporary Occupancy (Non-Residential)	\$350.00 plus a bond equal to twice the cost of the remaining improvements
	C. Final Occupancy	\$75.00

3.3.2	Administrative Fee	10.00% of Total
3.3.3	Replacement of Inspection Card	\$25.00
3.3.4	Recertification of Lost Plans	\$100.00
3.4	Penalty Violation of Section 105.1 of the Residential Code of Ohio or the Ohio Building Code (building permit required)	Double Fees

**For After Hours Inspection Rates See Section 7

SECTION 4. CIVIL ENGINEERING PLAN REVIEW.

4.1	Technical Review Group Plan Review Fees (excluding Municipal Engineer fees)	
4.1.1	Civil Engineering Plan Review (includes 2 rounds of review)	\$1,000
4.1.2	Each additional round of plan review:	\$500
4.2	Municipal Engineer Plan Review Fees	
4.2.1	<u>Traffic Study Review</u> (if applicable)	
A.	Traffic Access Study	\$750.00
B.	Traffic Impact Study	\$3,500.00
C.	Regional Traffic Study	TBD
D.	Additional Meetings (Note: 1 meeting included in base fee)	\$250.00 per meeting
4.2.2	<u>Civil Engineering Plan Review</u>	
A.	Storm Water Management Report: Area less than 5 acres	\$750.00
	Area 5 acres or more	\$1,000.00
B.	Utility Studies (water and sewer)	TBD
C.	Residential Development	\$150.00 per sheet
D.	Non-Residential Development	\$100.00 per sheet
E.	GIS Update	\$150.00

SECTION 5. BONDS, INSURANCE, AND INSPECTION FEES.

5.1	<u>Performance Bond</u> : 100% of the subdivider's/developer's engineer's detailed cost estimate reviewed by the municipal engineer.
5.2	<u>Maintenance Bond</u> : Prior to the release of a performance bond, the subdivider/developer shall present a maintenance bond equal to 5% of the value of the public and private improvements required by the approved improvement plans and the subdivision regulations.
5.3	<u>Indemnity Insurance</u> : A policy of indemnity insurance for personal liability and property damage, in the amount of \$1,000,000/\$2,000,000, protecting the

Municipality against claims for damage to person or property resulting from or by reason of the construction of the required improvements, shall be furnished to the Municipality and maintained in force by the subdivider/developer.

- 5.4 Inspection Fees: Payment for inspection, monitoring and the testing of materials in the amount of 7½ % of the construction cost of the required improvements based on the subdivider's/developer's engineer's detailed estimate of said improvements.
- 5.4.1 Any retainage of the inspection fee remaining at the completion of the construction will be returned to the subdivider/developer. If the inspection, monitoring and testing fees are anticipated to exceed the original retainage amount, the subdivider/developer shall be required to deposit additional fees to the Municipality.
- 5.5 NPDES Inspection Fees: Payment of \$300 per month multiplied by the number of months of land disturbing activities set forth in the OEPA NPDES Phase II Permit.
- 5.5.1 Re-Inspection Fee: A reinspection fee of \$65.00 when notification is made to the subdivider/developer for land disturbing activities found to be non-compliant.

SECTION 6. RIGHT-OF-WAY FEES.

To ensure adequate public compensation for monitoring compliance with municipal requirements and protection of public property, the following right-of-way permit fees are hereby adopted. The fees in Section 6 may be adjusted for inflation by the Mayor, however, not more than once per calendar year.

6.1	Right-Of-Way Curb Cut	\$35.00
6.2	Right-Of-Way Cut for Private Utility Work Single New Service line / tap:	
6.2.1	Soft surface	\$50.00
6.2.2	Hard surface	\$250.00
6.3	Right-Of-Way Cut for Private Utility Work Single Isolated Repair:	
6.3.1	Soft surface	\$50.00
6.3.2	Hard surface	\$250.00
6.4	Relocation of utility main schedule, location and impact to public infrastructure	TBD based on project
6.5	New construction of utility main	TBD based on project schedule, location and impact to public infrastructure

SECTION 7. AFTER HOURS INSPECTION.

Inspection fee for after normal workday hours or on the weekend for an inspection performed by or for any municipal department shall be \$150.00 for the first two (2) hours and \$50.00 for each hour thereafter.

SECTION 8. FEE WAIVERS

At the discretion of the Mayor any fee in the combined development fee schedule can be reduced or waived as an incentive to attract business or to reuse vacant structures. To be considered for this incentive the value of the proposed improvements will need to be in excess of \$100,000 or the building or portion of the building proposed for improvements will need to have been vacant for a period of at least one year immediately preceding the proposed improvements.

SECTION 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

Attachment 1

Downtown Area Exempt from Off-Street Parking
Requirements and Charged 1/3 of the Street Tree Fund



ORDINANCE NO. 19-003

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROSECUTION OF CERTAIN CRIMINAL CASES AND CERTAIN CIVIL DIVISION CASES IN THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE CALENDAR YEAR 2019 WITH THE CITY OF COLUMBUS ATTORNEY'S OFFICE

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the City of Columbus Attorney's Office for the prosecution of certain criminal cases in the Franklin County Municipal Court; and

WHEREAS, the City of Columbus Attorney's Office may also provide representation of the Bureau of Motor Vehicles in certain cases in the Civil Division of the Franklin County Municipal Court;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the City of Columbus Attorney's Office to provide prosecution of certain criminal cases in the Franklin County Municipal Court for the period from January 1, 2019 through December 31, 2019 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

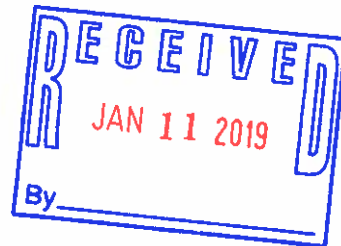
DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL



CONTRACT FOR LEGAL SERVICES

This contract is made this 7th day of January, 2019 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the City of Canal Winchester for the prosecution of certain cases in the Franklin County Municipal Court, Criminal Division, for the provision of victim advocacy services by the City Attorney's Prosecutor Division, Domestic Violence/Stalking Unit (hereinafter "DVSU"), and for the representation of the Bureau of Motor Vehicles (hereinafter "BMV") in certain cases before the Franklin County Municipal Court, Civil Division.

SCOPE OF SERVICES:

1. The City Attorney, by and through its personnel in the Prosecutor Division, shall represent the BMV in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4510.17 and 4510.037, in which the legal representative of the City of Canal Winchester would otherwise have a duty to represent the BMV.
2. The City Attorney, by and through its personnel in the Intake Section of the Prosecution Resources Unit ("PRU") of the Prosecutor Division, shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and/or the Ordinances of the City of Canal Winchester, alleged to have occurred within the jurisdictional limits of the City of Canal Winchester, Franklin County. When appropriate, as determined by PRU personnel, the PRU will assist such individuals in the preparation and filing of complaints charging such offenses, in the sending of warning letters, in the provision of mediation services, and/or in the referring of matters for civil protection orders or to other governmental and/or social services agencies.

CONTRACT TERM:

The term of this Contract shall commence on January 1, 2019, and shall conclude on December 31, 2019, subject to prior termination as hereinafter provided. This Contract may be renewed at the option of both parties before the end date of this Contract.

BILLING AND PAYMENT TERMS:

<u>Services</u>	<u>Flat Fee</u>
Case with BMV Hearing(s)	\$30
Intake Services	\$30

- This billing structure shall apply to:
 - Intake services provided on or after January 2, 2019;

- BMV Hearings scheduled on or after January 1, 2019;
- Our office will bill your municipality on a quarterly basis and full payment is required within 90 days of the invoice date.
- Any cases/intake services/appeals commencing prior to January 1, 2019 shall be subject to the terms of the 2019 contract with our office.

TERMINATION:

Notwithstanding anything to the contrary in this Contract, both parties may terminate this Contract without liability upon written notice to the other party at least 30 days prior to termination.

APPLICABLE LAW:

The parties hereto agree that this Contract and the performance hereunder shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year written above.

CITY OF COLUMBUS, OHIO

By: Zach Klein
Zach Klein, City Attorney

CITY OF CANAL WINCHESTER, OHIO

By: _____

ORDINANCE NO. 19-004

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY FOR EXISTING OVERHEAD ELECTRIC UTILITIES ON GROVEPORT RD., WEST OF GENDER RD

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of providing electric utility services to properties along Groveport Rd.;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose address is 2780 Coonpath Rd NW Lancaster Ohio and to its successors and assigns, the right, privilege and easement to enter upon the lands and property of the undersigned, situated in the Township of: Mad, City of CW County of: Franklin State of Ohio, and more particularly described as follows:

Property Owners: City of Canal Winchester
Property Address: West of Gender Road and North of Groveport Road
Map/Location: 110-004-000
Containing: 1.40 acres, 5.927 acres and 3.102 acres more or less
Parcel No: 184-001313-00, 184-000864-00 and 184-0003284-00
Recorded In-Deed Vol: OR Volume
Vms No: Section: 25

Work Order #: none
Page: Initials: TRH
Township No: 11 Range: 21

Easement width shall be 20 feet, 10 feet each side of South Central Power Company's existing electric lines and facilities located on the west side of Gender Road and the north side of Groveport Road.
The approximate location of said electric lines and easement area is depicted on the Exhibit "A" drawing attached hereto and incorporated herein.

The above tracts of land being the same as conveyed to the City of Canal Winchester recorded in Instrument Number 201707110094217, 201402130018810 and 201702280027792 in the Franklin County Recorder's Office.

The right to construct, reconstruct, re-phase, relocate, install, inspect, upgrade, repair, extend, operate and maintain on, over, across, under, and through said lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems, to make such excavations as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems, to cut, trim, remove and control growth to trees, shrubbery, and vegetation within such right-of-way and any dead weak, leaning or danger trees outside of the right-of-way that may strike the lines or system in falling, by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems, together with the right at all times to enter upon said lands for the purpose of inspecting said lines or systems, making repairs, renewals, alterations and extensions thereon, thereunder, thereto and therefrom; also the right of ingress and egress over the property of the undersigned to and from said lines or systems. No tree or trees shall be planted, grown or permitted to grow in such right-of-way, and no other vegetation shall be planted, grown or permitted to grow in such right-of-way that may interfere with Grantee's use and enjoyment; to license, permit or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation for electrification, telephone or other utility purposes; with the right to assign this easement in whole in part.

No improvement, structure or building shall be built or placed within the easement area, or the level of the ground be changed by excavation or mounding without written consent of the Grantee. Grantee can remove, without compensation to the Grantor, trees, vegetation, improvements, structures or other obstructions within the right-of-way that, in the Grantee's judgment, may interfere with Grantee's use and enjoyment of such right-of-way or the operation and maintenance of such poles, lines or systems, or that may be a safety hazard. South Central shall restore and repair the property owned by the Grantor to the approximate same condition following the completion of any work undertaken in the easement area.

The undersigned agrees that all poles, wires and other facilities including any equipment, installed on, over, across, under, or through said lands and property shall remain the property of South Central, removable at its option, upon termination of service to said lands or property. It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except and the lien of current taxes not yet due and payable.

Owner: City of Canal Winchester

BY: _____

Printed Name: _____

Title: _____

State of Ohio, County of:

BE IT REMEMBERED, that on this..... day of, 20 .
before me, the subscriber, a Notary Public in and for said County, personally came the above named
City of Canal Winchester

in the foregoing easement and acknowledged the signing of the same to be a / their
voluntary act and deed, for the uses and purposes therein mentioned.

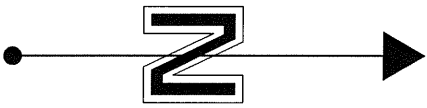
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
Notary

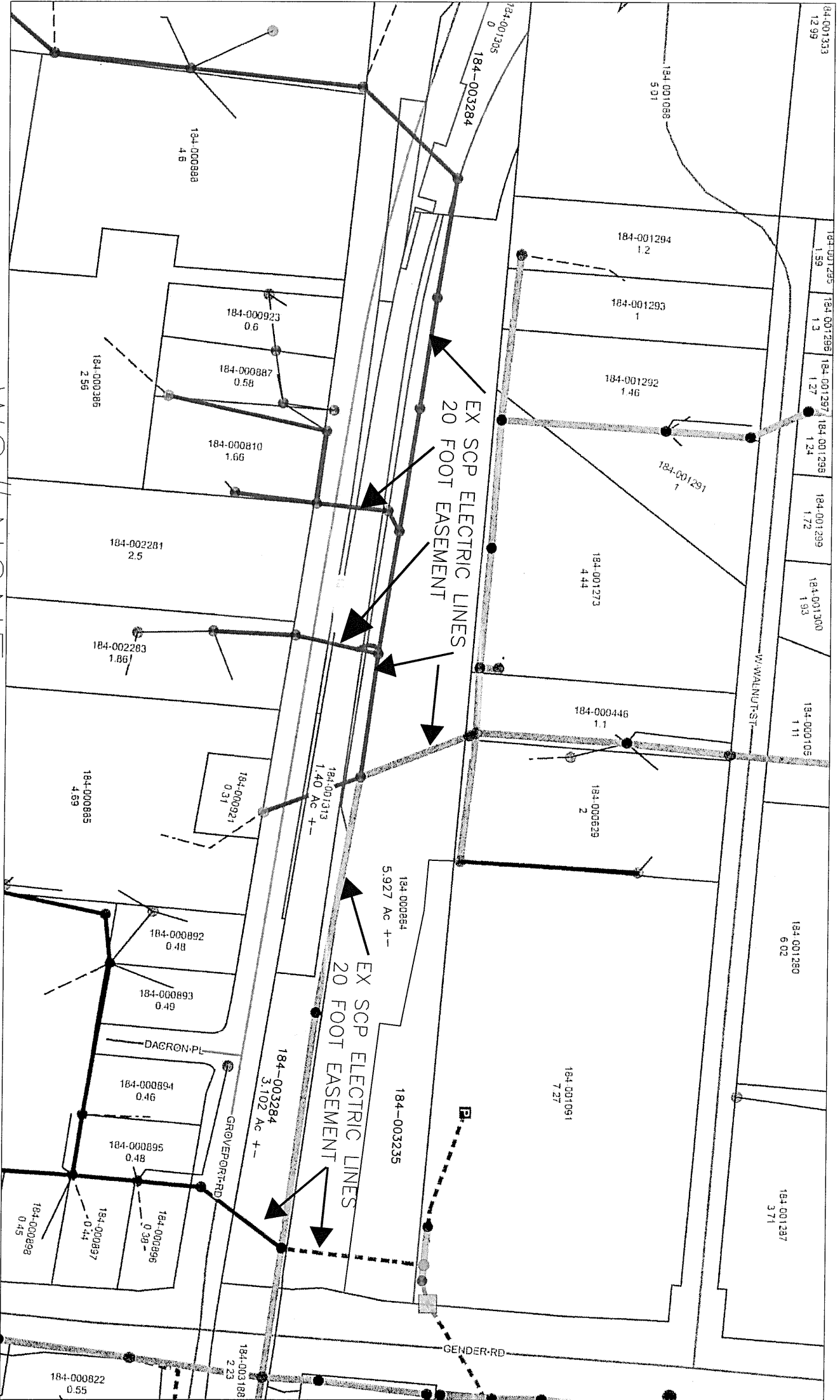
Place notary stamp in box

This instrument prepared by: South Central Power Co., 2780 Coonpath Rd NW, Lancaster, OH
43130 Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

EXHIBIT "A"
NOT TO SCALE



WO# NONE



COUNCIL UPDATE



January 16, 2018

Finance Department

Amanda Jackson, Finance Director

Project Status:

RITA Conversion – Just a reminder that as of January 1, 2019, our city income taxes are now being collected by the Regional Income Tax Agency (RITA). Any filings, even those related to prior years, should be directed to RITA. Also, all residents and Canal Winchester taxpayers **MUST** file with RITA, even if they have no taxable income or tax due. If an individual is retired, an exemption form must be filed with RITA that will documents such. All forms are available on the RITA website (ritaohio.com) with online filing being available starting in February. Please direct any questions about tax filings to myself or RITA representatives.

2019 – We are getting into our routine for the new year with the completion of W-2s and all the required filings. In addition to our everyday tasks, my staff and I have identified some projects and goals for 2019 that we will begin working on as time allows. While these projects may not be things that the public will notice, they are items that we believe will help us do our jobs more effectively and efficiently. As we get into the details of each project, I will share our progress with you.

COUNCIL UPDATE

January 16, 2019

Department of Public Service
Matthew C. Peoples, Director

Project Status:

McGill Park: OHM is working on a grant application for the Reactional Trails Program/Clean Ohio Trails Fund program for a trail that will connect the proposed Phase I McGill Park project running along Walnut Creek and along Washington St. to the covered bridge trail. Grant application is due on February 1 and we are presenting authorizing legislation at the January 22nd meeting. Grant is up to \$500,000 and we are still determining project cost.

Additionally, OHM has completed and submitted the application for the Land and Water Conservation Fund grant. Total project costs are estimated to be \$2,288,341.00 and we are requesting the grant to be the \$500,000 maximum allowed under the LWCF program.

Gender Rd. Signal Synchronization Project: EMH&T is working on the application for the ODOT on their Signal Timing Program grant. 1This project was originally included in the 2019 appropriations and an anticipated cost of around \$50,000.

Westchester Park Improvements: We have received approval from the State Controlling Board to proceed with the project. OHM is currently working on a proposal for project design and bidding.

Westchester 13 Sanitary Oversizing: We are working with Fischer Homes on an agreement to oversize the sanitary sewers in Westchester Section 13 to accommodate future developments. Cost is estimated at approximately \$135,000.

Office Renovations: We received the cost estimates for the Municipal Building and Community Center office renovations. The Municipal building came in at \$77,300 and the Community Center \$70,100. These projects were included in the debt borrowing we did for the Public Service Facility so no new funds will be needed. We are working to finalize details before we proceed any further.

Gender Road Paving: ODOT has scheduled to pave Gender Rd. from US Rt. 33 to Lithopolis Rd. in FY 2020 (beginning July, 2019) as part of their Urban Paving Program. The program pays 80% of the estimated cost of \$702,273 with the city being responsible for the remaining 20% and all ancillary items such as pavement repairs, guardrail, drainage and lighting.

2019 Street Capital Improvement Program: We are beginning planning for the 2019 Street CIP with the major focus on E. Waterloo St., Ashbrook Village, and Westchester Section 3.

Gender IV OPWC Project: Project has hit substantial completion with the exception of the traffic signal and street light poles. There has been a delay in the manufacturing of the poles and they are not expected to be installed until February. We have notified the contractor there will be liquidated damages assessed as the construction contract allows.